OFFICE OF THE MAYOR
SAN FRANCISCO

TREASURE ISLAND PROJECT
410 AVENUE OF PALMS, BLDG #1
TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660
FAX (415) 274-0299

WILLIE LEWIS BROWN, JR.

CANCELLATION NOTICE AND NOTICE OF RESCHEDULED MEETING

The meeting of Wednesday, July 12, 2000 at 1 p.m. in Room 400, City Hall has been cancelled and has been rescheduled for Wednesday, July 26 at 1 p.m. in Room 400 in City Hall.

PLEASE READ NOTICE OF CANCELLATION AND RESCHEDULING OF TREASURE ISLAND DEVELOPMENT AUTHORITY MEETING.

Treasure Island Development Authority
410 Palm Avenue, Building 1, 2nd Floor
Treasure Island
San Francisco, CA 94130

191
2251 $ 00.33 0
4660
UNITED STATES POSTAGE
PB8612764
JUL 07 00
SAN FRANCISCO CA 94130

Ms. Susan Hom
Government Info Center
Main Library
100 Larkin St.
San Francisco, CA 94102

OFFICE OF THE MAYOR
SAN FRANCISCO

TREASURE ISLAND PROJECT
410 AVENUE OF THE PALMS
BUILDING 1, 2ND FLOOR
TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660
FAX (415) 274-0299

WILLIE LEWIS BROWN, JR.

TREASURE ISLAND DEVELOPMENT AUTHORITY
AGENDA FOR SPECIAL MEETING
WEDNESDAY, JULY 26, 2000 1 P.M.

Room 400, City Hall
1 Dr. Carlton Goodlett Place

Willie L. Brown, Jr., Mayor

DIRECTORS

John Elberling, Vice-Chairman
William Fazande
Susan Po-Rufino
Doug Wong
Gerald Green
Anne Halsted
James Morales

Annemarie Conroy
Executive Director
Treasure Island Development Authority

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. Approval of Minutes (*Action item*)
3. Communications (*Discussion item*)
4. Report of the Treasure Island Project Director Annemarie Conroy (*Discussion item*)
   - Report on access to Treasure Island including public use last month
   - Status of environmental clean up
   - Report on short-term leases
   - Report on San Francisco-Oakland Bay Bridge/Caltrans issues
   - Report on Treasure Island community issues
   - Report of appointment of Citizens Advisory Committee
   - Report on TIHDI
   - Legislation/hearings affecting Treasure Island
5. Ongoing Business by Directors and Introduction of New Business by members (*Discussion item*)
6. General Public Comment (*Discussion item*)
7. Resolution approving and authorizing an amendment between the Authority and TIHDI related to the exchange of Treasure Island Housing units with the John Stewart Company (*Action item*)
8. Resolution approving and authorizing the Executive Director to enter into an amendment to a sublease with the John Stewart Company related to the exchange of Treasure Island housing units with the Treasure Island Homeless Development Initiative (TIHDI) (*Action item*)

9. Resolution approving and authorizing the Executive Director to enter into two new subleases and an amendment to an existing sublease with TIHDI member organizations for the use of an additional 96 housing units on Treasure Island (*Action item*)
10. Resolution in support of application to California Integrated Waste Board for $98,400 for deconstruction grant *(Action item)*
11. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Project Office and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

MEETING AGENDAS NOW AVAILBLE ON E-MAIL

If you would like to receive TIDA meeting agendas by e-mail, rather than through U.S Postal Service mail, please send your name and e-mail address to TIDA@ci.sf.ca.us.

Disability Access

The Treasure Island Development Authority will meet at City Hall, 1 Dr. Carlton Goodlett Place. City Hall is accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6789 at least 72 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

TREASURE ISLAND WEBSITE

Check out the Treasure Island website at www.ci.sf.ca.us/treasureisland to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

Minutes of Regular Meeting
Treasure Island Development Authority
June 14, 2000

Call to Order: 1:00 p.m. in Room 400, City Hall

Roll Call: Present: John Elberling, Vice Chair
James Morales (1:25)
William Fazande
Anne Halsted (1:03)
Susan Po-Rufino
Gerald Green
Doug Wong (1:10)

2. Approval of Minutes: With respect to the minutes of May 10, 2000, Ms. Po-Rufino indicated that she had asked Leadership High School Principal Kushner the locations of alternative school sites he was seeking in the City. Mr. Kushner listed four or five sites that were not contained in the May 10th minutes.

The minutes of May 10, 2000 were approved as corrected.

3. Correspondence The Commission Secretary reported that there were no communications.

4. Report of the Treasure Island Project Director Annemarie Conroy

- Report on access to Treasure Island including public use last month- Ms. Conroy listed past and future events.
- Status of environmental clean up- Since Martha Walters could not attend, her report was deferred until July.
- Report on short-term leases- Ms. Conroy reported that there were none to report
- Report on San Francisco-Oakland Bay Bridge/Caltrans issues- Ms. Conroy reported that the City was moving forward with the Army Corps of Engineers study on Caltrans' retrofit and assessment of the safety of Caltrans' new east span.
- Report on TIHDI – There has been various meeting on various important issues
- Community issues -
  Ms Conroy reported that the Project Office has been working with Ms. Pak on the construction of a convenience store. Muni service has increased, with headways being reduced to 20-minute intervals during some peak hours.

Legislation/hearings affecting Treasure Island- Ms. Conroy stated that Supervisor Leno's resolution urging that the Authority include wetlands in its redevelopment plan had been approved by the Board of Supervisors and that Supervisor Yaki had asked for an annual update on Treasure Island.

Other items- Ms. Conroy also stated that the Project Office had applied for $2.5 million for a temporary ferry terminal. She also reported that Director of Development, Stephen Proud, sponsored a seminar with NAIAD on land use restrictions with the California Department of Toxic Substance Controls and the US EPA.

5. Authority members' Ongoing Business - There was none.

6. Public Comment - There was none.

7. Resolution amending 2000-2000 TIDA budget by moving $100,000 from environmental remediation to produce a programmatic EIR *(Action item)*

8. Resolution approving the issuance of an RFP to solicit consulting firms to prepare a programmatic EIR (*Action item*)

These items were considered together by the Authority. Mr. Proud indicated that both items are related to the development of the EIR for the islands. Mr. Proud described the history with the Navy of formulation of environmental documentation for the project and the necessity to satisfy both NEPA and CEQA. Since the Navy has been reluctant formulate an document that will satisfy CEQA requirements, the Project staff recommends that a programmatic EIR be completed for the purposes of conveyance. Proposals for actual development will require subsequent environmental review.

The proposed actions would authorize the use of approximately $130,000 for the purposes of preparing a programmatic EIR. The funds are currently on reserve for environmental monitoring purposes. However, the Authority will not expend those funds this fiscal year and the Authority's authorization is needed to transfer use of the funds for the development of a programmatic EIR. Item #11 enables the issuance of an RFP soliciting firms to prepare an EIR.

In accordance with the schedule in the staff summary, Mr. Green asked if the end of the year is a realistic date for initiation of the document and remarked that the schedule is aggressive.

Hilary Gitelman, the City's Environmental review Officer, stated that the proposed process gives the City flexibility on how to proceed. The Project Office is anxious to proceed as quickly as possible (by the end of this year) and the Navy's decision as to whether it will alter it DEIS will heavily influence how the Authority proceeds.

Ms. Halsted moved approval of item #7 with Mr. Fazande seconding the motion. Approved, 6-0.
Mr. Fazande moved approval of item #8 with Ms. Halsted seconding the motion. Approved, 6-0.

9. Resolution in support of application for $208,000 to the Metropolitan Transportation Commission for funds to construct a temporary water taxi/ferry terminal (*Action item*)

Ms. Conroy stated that Project Office staff had been busy applying for and obtaining grants for the island.

Director of Special Projects and Commission Secretary, Joan Rummelsburg, explained the derivation of the grant funds and Treasure Island's mention in the Metropolitan Transportation Commission's (MTC) 1999 Ferry Update.

Director of Port Operations Marianne Conarroe discussed how the proposed funds would be used and MTC's decision process. The funds will be used to purchase, transport and install an ADA accessible gangway as well as safety and security features.

Ms. Halsted moved approval with Mr. Green seconding. Approved, 6-0.

10. Resolution authorizing amendment to rent schedule for unoccupied residential units of John Stewart Company (*Action item*)

Mr. Elberling recused himself from consideration of the item, moved into the audience and Mr. Green became chair pro-tem. Mr. Proud discussed the history of the project. He stated that the Authority approved the Development, Marketing and Property Management Agreement with the John Stewart Company (JSC) in March 1999 which included a complete schedule of rents. Under the agreement, any changes to the approved rent schedule requires the approval of the Authority, expect that the Executive Director may approve increases or decreases to the rental schedule of no more than 10%. To date, JSC obtained two increases of 4.9% and 5% which applied only to units that were unoccupied and for which a rent had not been quoted to prospective tenants.

The subject of JSC's most recent request is a request for a 10% increase which would apply to currently vacant units and to units which will become vacant as residents move out.

Mr. Proud stated that staff is recommending approval for several reasons. First, subsequent to the Authority's approval of the rent schedule, JSC agreed to the Authority's recommendation of limiting rent increases to that of the City's rent ordinance,Second, Despite the Navy's best efforts, the Navy has been unable to deliver all the units covered by its lease to the JSC. Finally, given the strength of the rental market, the current leased units are below market for rentals.

Ms. Halsted recused herself and left the dais.

Ms. Conroy stated that the JSC has been incredibly flexible with environmental clean-up issues and that the rentals were below market rates, especially considering the lack of a convenience store.

Mr. Fazande asked if the units will be ready by the end of the year and Mr. Proud responded that most likely they would.

Ms. Conroy stated that the Authority receives 97 cents from each dollar of profit.

Mr. Fazande moved approval, and Mr. Wong seconded. Approved, 5-0.

11. Resolution approving submission of EDC (Economic Development Conveyance) to United States Navy *(Action item)*

12. Resolution approving issuance of RFQ for primary developer for Treasure and Yerba Buena Islands *(Action item)*

Items 11 and 12 were considered together by the Authority. Development Director, Mr. Proud discussed the background of both items, including the purpose and function of the EDC. Mr. Proud stated that the EDC application meets both the guidelines and requirements set forth in the Base Reuse Implementation Manual (BRIM) and the policy guidance put forth by the Department of Defense. He stated that an Illustrative Land Use Plan, part of the EDC, serves as a framework to evaluate the financial feasibility of the project and the number of jobs that can be generated by redevelopment of the base. It is a theoretical model with the ultimate nature of reuse developed through real market interest.

Mr. Proud stated that the EDC application serves as the Authority's offer sheet to the Navy - the terms under which the Authority will acquire the property. He stated that the Project Office is seeking to consummate conveyance of the property from the Navy as soon as possible.

Mr. Proud stated that the RFQ encompasses two main principles - maximum flexibility and the understanding that long-term development of the island can best be achieved by soliciting developer interest concurrent with the EDC process. The RFQ focuses on soliciting developers who have the experience and resources to develop the islands. The RFQ seeks from respondents a preliminary development concept. After responses are received, a short list of developers will be formulated and an RFP will be issued refining a development concept.

Ms. Halsted commented that the EDC and RFQ look excellent and that we the Authority members have been prepared for these documents previously.

Mr. Elberling inquired about the rate of return and Mr. Proud responded that the rate of return on the illustrative land us plan is 12%.

Deputy City Attorney Cohen added that 12% may not be high enough and that the RFQ may permit rearranging the housing in conformance to the Tidelands Trust to increase the rate of return on the project.

Mr. Elberling asked if the proposal covers the Authority's costs and Mr. Proud responded affirmatively. Mr. Elberling asked if the Authority will obtain additional funds on the back end and Mr. Proud responded that present analysis does not include participation by the Authority in project proceeds. However, if the project performs better than expected, the Authority may realize proceeds on the backend.

Public Comment:

Ruth Gravanis remarked about the nomenclature regarding Treasure Island used in both documents. Ms. Gravanis indicated several places in both documents relating to the need for sustainability, protection of natural resources, the City's transit first policy and the inclusion of citizen participation in planning.

Sherry Williams, TIHDI, stated that the RFQ fairly addressed TIHDI and the reuse plan. She indicated TIHDI's desire to participate in the planning process.

Rich Marshall, Cushman and Wakefield, inquired about the availability of the RFQ.

For item 11, Mr. Morales moved approval with Mr. Fazande seconding. Approved, 7-0.

For item #12, Mr. Wong moved approval with Ms. Po-Rufino seconding. Approved, 7-0.

13. Adjourn The meeting adjourned at 1:47 p.m.

Minutes of Special Meeting
Treasure Island Development Authority
April 25, 2000

Call to Order: 9:06 a.m. in Room 400, City Hall

Roll Call: Present: John Elberling, Vice Chair
James Morales (9:10)
William Fazande
Anne Halsted
Susan Po-Rufino
Doug Wong

Excused: Gerald Green

2. Public Comment – There was none

3. Resolution approving submission of budget for Treasure Island Development Authority for FY2000/2001 (*Action item*)

Ms. Conroy reviewed the highlights of the budget with Authority members including a summary of revenues and expenses. She indicated that the Authority is seeking two new positions to support Project Office operations. Ms. Conroy summarized current negotiations with other City departments to provide services on TI.

Ms. Halsted inquired about the anticipated reduction in revenue from special event venues and Ms. Conroy responded that several of the venues were not in seismically up to code and that revenue estimates were conservative.

Mr. Elberling asked how close the actual budget for 1999-2000 was to the projected one approved by the Authority last year. Finance Director Eila Arbuckle responded that the total was very close but that a shift had occurred in the cost centers.

Mr. Elberling asked about the cost of providing police and fire protection and Ms. Conroy responded that because TI is a redevelopment area, such services should be provided without cost to the Development Authority. In addition, payment by TIDA will affect conveyance the City may have to pay in the EDC process with the Navy. Thus, the Project Office has been negotiating with the Mayor's Office to resolve the issue.

Mr. Elberling inquired how much possessory interest tax is generated on TI. Ms. Conroy stated that she would respond when she obtained such information.

Mr. Elberling asked if TIDA will obtain rent from the Police Academy and the Brig. Ms. Conroy responded that she had been informed by the Mayor's Office that there are no funds to finance the Sheriff's rental of the Brig. She is contacting other jurisdictions to ascertain interest.

Mr. Elberling inquired about the justification for additional staff and Ms. Conroy responded that the Project Office needed additional staff for administrative support and for its leasing program.

Ms. Halsted moved approval and Ms. Po-Rufino seconded. Approved, 6-0.

4. POSSIBLE CLOSED SESSION
There was no public comment items relating to either closed session
Authority members voted 6-0 to hold a closed session to confer with legal counsel.

5. CLOSED SESSION - 1 items (Discussion)

The Authority met in closed session to discuss one item relating to real estate negotiations.

Authority members present at the closed session were six of seven Authority members as stated above with Mr. Green excused. Staff members present included Annemarie Conroy (Executive Director), Robert Mahoney (Deputy Executive Director), Stephen Proud (Development Director), Joan Rummelsburg (Commission Secretary), Daniel Wong (Development Specialist) and Deputy City Attorneys Donnell Choy and Michael Cohen.

Discussion and vote on whether to disclose action taken or discussions held in Closed Session. Motion that the Treasure Island Development Authority elects at this time not to disclose its closed session deliberations. Passed unanimously.

6. Adjourn The meeting adjourned at 11:15 a.m.

AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco

Subject: Resolution Approving and Authorizing The Executive Director to Enter into an Amendment to the Sharing Agreement between the Authority and The Treasure Island Homeless Development Initiative (TIHDI) related to the Exchange of Treasure Island Housing Units with the John Stewart Company

Resolution Approving and Authorizing the Executive Director to Enter into an Amendment to the Sublease with the John Stewart Company related to the Exchange of Housing Units with TIHDI

Resolution Approving and Authorizing the Executive Director to Enter into Two New Subleases and an Amendment to an Existing Sublease With TIHDI Member Organization for 96 Units on Treasure Island

Agenda Item No. 7-9
Meeting of July 26, 2000

Contact/Phone: Annemarie Conroy, Executive Director
Stephen Proud, Director of Development
274-0660

SUMMARY OF PROPOSED ACTION:

The actions listed above would approve and authorize the Executive Director to execute a series of amendments and subleases that would allow TIHDI and the John Stewart Company to implement a trade of units and create/amend subleases for member agencies of TIHDI granting them an additional 96 units of housing on Treasure Island.

BACKGROUND

In March 1999, the Authority entered into a series of agreements that provided the basis for the housing programs on Treasure Island to move forward. Those agreements included a sublease with the John Stewart Company (JSCo) for the rehabilitation, marketing, and leasing of 766 housing units. Included as part of the 766 units were 112 units originally assigned to TIHDI in the homeless agreement, which were assigned to JSCo via a revenue sharing agreement between TIHDI and the Authority. In addition, the Authority has entered into several subleases with TIHDI member agencies, leading to the use of the first 122 of 222 units. Fifty-two of the remaining 100 units were to be located on Yerba Buena Island (the "YBI Units").

As part of the conveyance and redevelopment planning process for the Base, staff has been working with the JSCo and TIHDI to constantly reevaluate the effectiveness of the housing program, and its impacts on the long-term development of the Base. As part of that process, staff determined that the Authority should consider a trade of the YBI units for TI units between TIHDI and the John Stewart Company. This decision was based on three primary factors:

1. Due to the terrain and location of the YBI units, the units are very costly to rehabilitate for public program use and to bring into compliance with applicable codes, including ADA. By trading the YBI Units for units on Treasure Island, the rehabilitation cost to TIHDI's public and non-profit service providers will be significantly reduced.

2. The Authority has had preliminary conversations with the State Lands Commission regarding a possible swap of the Tidelands Trust designation from portions of Treasure Island onto YBI. This would provide development opportunities on Treasure Island that may include new housing and, as a result, provide TIHDI with permanent housing opportunities. By trading the YBI units for TI units, we maintain the flexibility for the Tidelands Trust swap, since the lease term for the market rate housing is shorter than the TIHDI leases.

3. Certain restrictions on the use of housing under the Bay Plan limit the Authority's ability to grant longer term housing subleases on YBI. While JSCo can operate its housing program with a 5-7 year lease term, TIHDI member organizations, because of funding requirements, could not.

The John Stewart Company, TIHDI, and Authority staff have held a series of meetings with regard to a trade of the YBI units for TI units that were originally included in JSCo's sublease (the "Trade"). The parties have reached an agreement as to the terms of such a Trade (reflected as changes to both the JSCo sublease and the Sharing Agreement with TIHDI). With the approval of the Authority and the Board of Supervisors, TIHDI would receive 52 units on Treasure Island (as outlined in the attachments to the resolutions) currently in the JSCo inventory, and JSCO would gain access to 52 units on Yerba Buena Island and one (1) unit on Treasure Island. To maintain the total unit count in the original sublease, JSCo will return one (1) unit to the Authority's inventory. Thus at the conclusion of the trade, JSCo would have an inventory of 766 units and TIHDI would have an inventory of 218 units. Upon the termination of the JSCo sublease with the Authority, TIHDI would receive the 112 units identified in the original Sharing Agreement plus four additional units.

With regard to the JSCo sublease, the following outlines the proposed amendments:

- The leased premises are amended to include the YBI units and to exclude the TI units going to TIHDI and to reflect certain other changes in the status of certain units vis-à-vis the Navy's ongoing clean-up effort since the date of the original sublease;

- The budget for completing capital improvements to the units has been updated to reflect the additional costs associated with the YBI units;

- The development fee paid to JSCO is increased to reflect incremental increases to the development costs associated with the YBI units;

- 50% of the costs of construction for the YBI units and certain other units that the Navy failed to deliver on schedule will be paid from current Gross Revenues and 50% of the costs will be added to a construction ledger account and paid with interest over the remaining term of the sublease, as originally provided in the sublease;

- JSCo' share of net revenues as to the YBI units only will remain a 7% over the term of the sublease, instead of decreasing to 5% over time, as it does for the other units;

- The rent schedule will be amended to reflect the YBI units; and

- If the Navy is unable to delivery Building 240 (part of the YBI units) on a timely basis, JSCo will be entitled to discount the percentage rent payable to the Authority.

In addition to implementing the Trade, the Authority seeks approval of two new subleases with TIHDI member organizations - Community Housing Partnership and Rubicon - and an amendment to the existing Walden House sublease. The terms of these subleases are consistent with past subleases approved by the Authority for TIHDI member agencies (copies of the subleases are attached to the resolution) and will create 96 new units of housing for use by homeless families.

Staff is recommending approval of the three resolutions related to the proposed trade and the new TIHDI units. The resolutions have the support of the involved parties and successful implementation will help maximize the public benefits of the TIHDI program and preserve the flexibility required to implement a long-term redevelopment program for the Island.

[Amendment to Sharing Agreement with TIHDI]

APPROVING AND AUTHORIZING AN AMENDMENT TO THE SHARING AGREEMENT BETWEEN THE AUTHORITY AND THE TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE RELATED TO THE EXCHANGE OF TREASURE ISLAND HOUSING UNITS WITH THE JOHN STEWART COMPANY

WHEREAS, On May 2, 1997, the Board of Supervisors (the "Board") passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, There are approximately 1,000 units of housing on the Base, 904 on Treasure Island and 96 on Yerba Buena Island (the "Base-Wide Housing Units"); and,

WHEREAS, Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of

Supervisors and approved by the United States Department of Housing and Urban Development in connection with its consideration of the Draft Reuse Plan (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement"); and,

WHEREAS, Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease up to 90 of the housing units on Yerba Buena Island (41 of which are to remain available to the Authority for up to five years (the "41 YBI Units") and up to 285 housing units on Treasure Island for homeless San Franciscans, as more particularly described in the TIHDI Agreement (together with the 41 YBI Units, the "TIHDI Units") ; and,

WHEREAS, On March 17, 1999, The Authority and the John Stewart Company ("JSCO") entered into a Sublease, Development, Marketing and Property Management Agreement (the "JSCO Sublease"), to have up to 766 of the housing units on the Base rehabilitated, marketed and leased to residential tenants and managed and maintained under the terms and conditions of the JSCO Sublease; and,

WHEREAS, On March 1, 1999, the Authority and TIHDI entered into a Sharing Agreement (the "Original Sharing Agreement"), pursuant to which 112 of the TIHDI Units on Treasure Island were included as part of the leased premises under the JSCO Sublease in exchange for the Authority's agreement to pay TIHDI a percentage of the Authority's net revenues generated by such units; and,

WHEREAS, As a result of the Original Sharing Agreement, the Authority and TIHDI expected that, for the term of the JSCO Sublease, TIHDI member organizations would sublease 222 of the TIHDI Units for homeless and economically disadvantaged San Franciscans as provided in such subleases and the TIHDI Agreement; and,

WHEREAS, In furtherance of the TIHDI Agreement and the Sharing Agreement, the Authority has subleased the first of 122 of the Original Subleased TIHDI Units to various

TIHDI member organizations, and both JSCO and TIHDI's member organizations have been carrying out parallel rehabilitation, marketing and management programs regarding their Housing Units under their respective subleases; and,

WHEREAS, In order to preserve maximum flexibility for the Authority's ability to develop the Base, including its ability to address issues related to a potential exchange of the Tidelands Trust off of portions of Treasure Island onto portions of Yerba Buena Island, and thereby, among other things, create a net gain in low-income and TIHDI housing on the Base (which gains could be realized through amendments to the TIHDI Agreement with regard to replacement set-asides and contingent options in favor of TIHDI related to new housing development on the Base), and in light of certain restrictions on the use of housing on Yerba Buena Island set forth in the Bay Plan that inhibit the Authority's ability to give TIHDI member organizations long-term sublease terms for housing on Yerba Buena Island, the Authority and TIHDI have agreed that it is in their respective mutual interests to allow JSCO, for the remainder of the term of the JSCO Sublease, to sublease 52 housing units on Yerba Buena Island which, under the TIHDI Agreement and the Original Sharing Agreement were to have been subleased to TIHDI member organizations, in exchange for allowing TIHDI member organizations the right to sublease 52 housing units on Treasure Island that were originally included as part of JSCO's leased premises under the JSCO Sublease; and,

WHEREAS, To effectuate such exchange of Housing Units with JSCO and to make certain other corresponding changes to the Original Sharing Agreement, the Authority and TIHDI have negotiated the terms and conditions of an amendment to the Sharing Agreement in the form attached hereto as Exhibit A (the "TIHDI Amendment"); Now therefore, be it,

RESOLVED, That the Authority hereby approves and authorizes the Executive Director to enter into the TIHDI Amendment and any related amendments to the Authority's master

leases with the United States Navy necessary to effectuate the intent of the TIHDI Amendment; and, be it

FURTHER RESOLVED, That the Authority authorizes the Executive Director to enter into modifications to the TIHDI Amendment (including, without limitation, the attachment or modification of exhibits) that are in the best interests of the Authority and the City, do not materially change the terms of the TIHDI Amendment, and are necessary and advisable to effectuate the purpose and intent of this resolution.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on August 26, 2000.

_____

John Elberling

FIRST AMENDMENT TO

REVENUE SHARING AND CONSENT AGREEMENT

Between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

And

THE TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

THIS FIRST AMENDMENT TO REVENUE SHARING AND CONSENT AGREEMENT (this "First Amendment"), dated as of August __, 2000, is by and between the Treasure Island Development Authority (the "Authority"), and the Treasure Island Homeless Development Initiative ("TIHDI").

This Agreement is made with reference to the following facts and circumstances:

A. Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of Supervisors and approved by the United States Department of Housing and Urban Development in connection with its consideration of the Draft Reuse Plan (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement").

B. Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease up to 90 of the housing units on Yerba Buena Island (41 of which are to remain available to the Authority for up to five years (the "41 YBI Units") and up to 285 housing units on Treasure Island for homeless San Franciscans, as more particularly described in the TIHDI Agreement (together with the 41 YBI Units, the "TIHDI Units").

C. On March 17, 1999, The Authority and the John Stewart Company ("JSCO") entered into a Sublease, Development, Marketing and Property Management Agreement (the "JSCO Sublease"), to have up to 766 of the housing units on the Base rehabilitated, marketed and leased to residential tenants and managed and maintained under the terms and conditions of the JSCO Sublease.

D. On March 1, 1999, the Authority and TIHDI entered into a Sharing Agreement (the "Original Sharing Agreement, and as amended by this First Amendment, the "Sharing Agreement"), pursuant to which 112 of the TIHDI Units on Treasure Island were

included as part of the leased premises under the JSCO Sublease in exchange for the Authority's agreement to pay TIHDI a percentage of the Authority's net revenues generated by such units.

E. As a result of the Original Sharing Agreement, the Authority and TIHDI expected that, for the term of the JSCO Sublease, TIHDI member organizations would sublease 222 of the TIHDI Units, as shown on Exhibit B to the Original Sharing Agreement (the "Original Subleased TIHDI Units") for homeless and economically disadvantaged San Franciscans as provided in such subleases and the TIHDI Agreement.

F. In furtherance of the TIHDI Agreement and the Sharing Agreement, the Authority has subleased the first of 122 of the Original Subleased TIHDI Units to various TIHDI member organizations, and both JSCO and TIHDI's member organizations have been carrying out parallel rehabilitation, marketing and management programs regarding their Housing Units under their respective subleases.

G. In order to preserve maximum flexibility for the Authority's ability to develop the Base, including its ability to address issues related to a potential exchange of the Tidelands Trust off of portions of Treasure Island onto portions of Yerba Buena Island, and thereby, among other things, create a net gain in low-income and TIHDI housing on the Base (which gains could be realized through amendments to the TIHDI Agreement with regard replacement set-asides and contingent options in favor of TIHDI related to new housing development on the Base), and in light of certain restrictions on the use of housing on Yerba Buena Island set forth in the Bay Plan that inhibit the Authority's ability to give TIHDI member organizations long-term sublease terms for housing on Yerba Buena Island, the Authority and TIHDI have agreed that it is in their respective mutual interests to, pursuant to the terms and conditions of this First Amendment and a First Amendment to the JSCO Sublease in substantially the form attached hereto as Attachment 1, allow JSCO, for the remainder of the term of the JSCO Sublease, to sublease 52 housing units on Yerba Buena Island and one unit on Treasure Island, as more particularly shown on Attachment 2 attached hereto (the "YBI Units") which, under the TIHDI Agreement and the Original Sharing Agreement were to have been subleased to TIHDI member organizations, in exchange for allowing TIHDI member organizations the right to sublease 52 housing units on Treasure Island, as more particularly shown on Attachment 3 (the "TI Units"), that were originally included as part of JSCO's leased premises under the JSCO Sublease.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the Authority and TIHDI hereby agree as follows:

1. Definitions. Except as specifically defined herein, initially capitalized words and phrases shall have the same meaning given such words and phrases in the Original Sharing Agreement and the JSCO Sublease, as amended.

2. Subleased TIHDI Units. TIHDI hereby consents to the Authority's and JSCO's use of the YBI Units in exchange for the Authority's promise to sublease to TIHDI member organizations the TI Units (plus the remaining 44 of the Original Subleased TIHDI Units on the Treasure Island portion of the Base that have not yet been subleased to TIHDI member organizations), so that the total number of Subleased TIHDI Units shall be reduced from 222 to 218, and so that all of such Subleased TIHDI Units shall be located on the Treasure Island portion of the Base, as more particularly shown on Attachment 4 attached hereto. Attachment 4 shall supercede and replace Exhibit B to the Original Sharing Agreement. Notwithstanding the foregoing, the YBI Units shall not be considered "Borrowed Units" for purposes of Section 4 of the Sharing Agreement.

3. Unit Turnover. The first sentence of Section 7 of the Original Sharing Agreement [Unit Turnover] is hereby amended and shall be deleted and replaced in its entirety with the following:

> "The Authority shall use its best efforts (including the prosecution of eviction actions if necessary) to make available to TIHDI for subleasing (as provided under the TIHDI Agreement) the 41 YBI Units and 37 clustered two-bedroom, 38 clustered three-bedroom, 37 clustered four-bedroom units and four additional units of housing on the Base (together, the "Returned Units") within 30 days of the expiration or earlier termination of the JSCO Sublease."

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5. Terms and Conditions of Original Sharing Agreement Remain in Force and Effect. Except as specifically amended hereby, the terms and conditions of the Original Sharing Agreement, as amended by this First Amendment, shall remain in full force and effect. Without limiting the generality of the foregoing, the Authority and TIHDI acknowledge and agree that TIHDI's willingness to exchange the YBI Units for the TI Units pursuant to this First Amendment shall not be deemed to reflect any intent by the parties to change or modify TIHDI's rights under the TIHDI Agreement to receive a fee simple interest to property on the Yerba Buena Island portion of the Base for permanent TIHDI housing or to receive property on Treasure Island for permanent housing in the event the Tidelands Trust is lifted from some portion of Treasure Island.

The Authority and TIHDI have executed this First Amendment in triplicate as of the date first written above.

TIHDI:

By:_____
Ms. Sherry Williams
Its: Executive Director

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Ms. Annemarie Conroy
Its: Executive Director

Approved as to Form:

_____
Deputy City Attorney

Attachment 1-Form of Amendment to JSCO Sublease

Attachment 2- Description of 52 YBI Units and One TI Unit

Attachment 3- Description of 52 TI Units and One YBI unit

Attachment 4-Revised and Updated Map of Subleased TIHDI Units.

ATTACHMENT 1

Amendment to the John Stewart Company Sublease

FIRST AMENDMENT TO

SUBLEASE, DEVELOPMENT, MARKETING

AND PROPERTY MANAGEMENT AGREEMENT

Between

TREASURE ISLAND DEVELOPMENT AUTHORITY

As Sublandlord

and

THE JOHN STEWART COMPANY

As Subtenant and Manager

August 15, 2000

THIS FIRST AMENDMENT TO SUBLEASE, DEVELOPMENT, MARKETING AND PROPERTY MANAGEMENT AGREEMENT (this "First Amendment"), dated as of August 15, 2000, is by and between the Treasure Island Development Authority (the "Authority") and the John Stewart Company, a California corporation ("Subtenant"). From time to time, the Authority and Subtenant together shall be referred to herein as the "Parties".

This First Amendment is made with reference to the following facts and circumstances:

A. On March 17, 1999, Subtenant and the Authority entered into a Sublease, Development, Marketing and Property Management Agreement (the "Original Sublease, and as amended by this First Amendment, the "Sublease") for the development, marketing and property management of up to 766 housing units , as shown on Exhibits B-1 and B-2 of the Original Sublease (the "Original Premises") at former Naval Station, Treasure Island, in San Francisco, California.

B. In connection with the TIHDI Agreement and the Sharing Agreement, as amended by an amendment to the Sharing Agreement in substantially the form attached hereto as Attachment 1, the Authority has subleased the first [122 of 218] Housing Units to various TIHDI member organizations.

C. Both Subtenant and TIHDI's member organizations have been carrying out parallel rehabilitation, marketing and management programs regarding their Housing Units under their respective subleases.

D. The Master Landlord has failed to complete FOSLs for certain Housing Units in the Phase 2 Premises of the Original Sublease on schedule and has had to complete additional environmental remediation on certain Housing Units in the Phase 1 Premises of the Original Sublease, all of which has adversely affected the schedule for completing the Work on Rentable Units as contemplated under the Original Sublease.

E. Subtenant, the Authority and TIHDI have agreed that it is in their respective mutual interests to allow Subtenant to sublease 52 housing units on Yerba Buena Island and one unit on Treasure Island, as more particularly shown on Attachment 2 attached hereto (together, the "YBI

Units") which, under the TIHDI Agreement and the Sharing Agreement were to have been subleased to TIHDI member organizations, in exchange for allowing TIHDI member organizations the right to sublease 52 housing units on Treasure Island that were included in Subtenant's Original Sublease and returning to the Authority 1 unit on Yerba Buena island, all as more particularly shown on Attachment 3 (the "TI Units").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority and Subtenant agree to amend the Original Sublease as follows:

1. Defined Terms. Capitalized terms not separately defined herein shall have the same meaning provided in the Original Sublease.

2. Phase 1 Premises. The Phase 1 Premises of the Original Premises described in Exhibit B-1 of the of the Original Sublease are hereby amended to exclude the TI Units and to add (i) all of YBI Units except Building 240 and (ii) those former Phase 2 Units that have been delivered and become part of the subleased Premises as of the date of this Amendment, so that the amended Phase 1 Premises are as shown on Attachment 4 attached hereto. Attachment 4 shall supercede and replace Exhibit B-1 of the Original Sublease.

3. Phase 2 Premises. The Phase 2 Premises of the Original Premises described in Exhibit B-2 of the of the Original Sublease are hereby amended to exclude those former Phase 2 Units that have been delivered and become part of the subleased Premises as of the date of this Amendment and to add Building 240, so that the amended Phase 2 Premises are as shown on Attachment 5 attached hereto. Attachment 5 shall supercede and replace Exhibit B-2 of the Original Sublease.

4. Cost of Work. In order to reflect changes in costs of the Work as a result of exchanging the TI units for the YBI Units, Exhibit G of the original Sublease is hereby amended by Attachment 6 attached hereto.

5. Timing of Construction. Section 4.4 of the Original Sublease is hereby amended by adding the following sentence to the end of Section 4.4:

"Notwithstanding the foregoing, Subtenant shall be required to complete the Work on the YBI Units only at the rate of twenty (20) Rentable Units each calendar month, subject to the other terms and conditions described above. Moreover, if for reasons outside of the control of

the Subtenant, maintaining a minimum construction level of 40 residential units per month (or 20 of the YBI Units per month) is not practical, the Subtenant may inform the Executive Director in writing of the circumstances and seek the Executive Director's consent to a temporary adjustment to the required completion schedule, which consent shall not be unreasonably withheld or delayed."

6. Development Fee. For the performance of the Work on the YBI Units only, the Development Fee payable under Section 4.8 of the Original Sublease shall be increased from $1,252 per Rentable Units to $1,329 per Rentable Unit, so that the total Development Fee payable to the Subtenant for the YBI Units may not exceed $1,018,014. Except as amended herein, the Development Fee shall be payable to Subtenant as provided under the Original Sublease.

7. Costs of the Work on the YBI Units. Section 13.1 of the Original Sublease is hereby amended to add a new Section 13.(G)(1) as follows;

"Then, to the extent available, remaining Gross Revenues shall be distributed to Subtenant in an amount equal to fifty percent (50%) of the total costs of completing the Work on the YBI Units and Buildings 1205, 1211, 1222, 1229, 1233 and 1317 (as such costs are shown on Attachment 6 to this First Amendment). The remaining fifty percent (50%) of the total costs of completing the Work on the such Units shall be added to the Ledger Account as set forth in Section 13.2 of the Sublease.

8. Percentage Rent as to YBI Units. A new sentence shall be added to the end of Section 13 (i) as follows:

"Notwithstanding the foregoing, for the remainder of the Term of this Sublease, ninety-three percent (93%) of the remaining Gross Revenues in the Operating Account attributable solely to the YBI Units (the "YBI Units Net Revenues") shall be paid to the Authority as Percentage Rent and seven percent (7%) of the YBI Units Net Revenues shall be retained by Subtenant."

9. Building 240 Lead Abatement. In the event the Master Landlord has not issued a FOSL for Building 240 by January 1, 2001, Subtenant may deduct Two Thousand Dollars ($2,000) per month from Percentage Rent for the period commencing January 1, 2001 until the earlier of the first month succeeding the date such FOSL is

issued or July 1, 2001. If , as of July 1, 2001, Master Landlord has still not issued a FOSL for Building 240, Building 240 shall be permanently excluded from the list of Potential Phase 2 Premises under the Sublease, and, in exchange for Subtenant's relinquishment of any right, claim or interest in or to Building 240, arising under the Sublease or otherwise, Subtenant may deduct an additional One Hundred Fifty Thousand Dollars ($150,000) from Percentage Rent as it becomes otherwise due and payable to the Authority.

10. Disability laws. Section 18.1(c) of the Original Sublease is hereby amended and replaced by the following:

"The Authority represents and covenants that neither the Authority nor any Agent of the Authority directly, or indirectly, will take the position in any forum (i) that Subtenant is responsible for any work on the premises, other than the work set forth in the Work Plan, in order to comply with the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, California Title 24 or similar disability or handicap access laws, rules, or regulations (the "Disability Access Laws"), or (ii) in recognition of the oversupply of rehabilitated accessible units made available to the public as of the date of this Amendment and the lack of market demand for such units by individuals or families with disabilities (notwithstanding extensive outreach by Subtenant), that the YBI Units should be made accessible units under such Disability Access Laws."

11. CAM Charges. In the event the Master Landlord does not require the Authority to pay the Navy CAM Charge, Subtenant shall pay a comparable Common Area Maintenance Charge directly to the Authority (the "City CAM Charge") as Additional Rent, provided the amount of such City CAM Charge (on a per square foot basis) may not exceed the amount of the Navy Cam Charge (on a per square foot basis) as of the date of this Amendment.

12. Marketing Plan. The Unit Inventory (maps INV-1D and INV-2D) of the Marketing Plan attached to the Original Sublease as Exhibit H is hereby amended to reflect the addition of the YBI Units and the deletion of the TI Units as shown on Attachment 7 attached hereto.

13. Rent Schedule. The Rent Schedule attached to the Original Sublease as Exhibit J, as amended from time to time, is hereby further amended to include a rent schedule for the YBI

Units as shown on Attachment 8 attached hereto. Attachment 8 shall supercede and replace Exhibit J of the Original Sublease.

14. Terms and Conditions of Original Sublease Remain in Force and Effect. Except as specifically amended hereby, the terms and conditions of the Original Sublease, as amended by this Amendment, shall remain in full force and effect.

15. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

The Authority and Subtenant have executed this First Amendment in duplicate as of the date first written above.

SUBTENANT:

JOHN STEWART COMPANY
a _____ Corporation

By: _____
Its: _____

AUTHORITY:

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

Approved as to Form:
LOUISE H. RENEE, City Attorney

_____
Deputy City Attorney

EXHIBITS TO FIRST AMENDMENT

Attachment 1- Amendment to the TIHDI Sharing Agreement

Attachment 2- Description of 52 YBI Units and One TI Unit

Attachment 3- Description of 52 TI Units and One YBI unit

Attachment 4-Revised and Updated Phase 1 Premises.

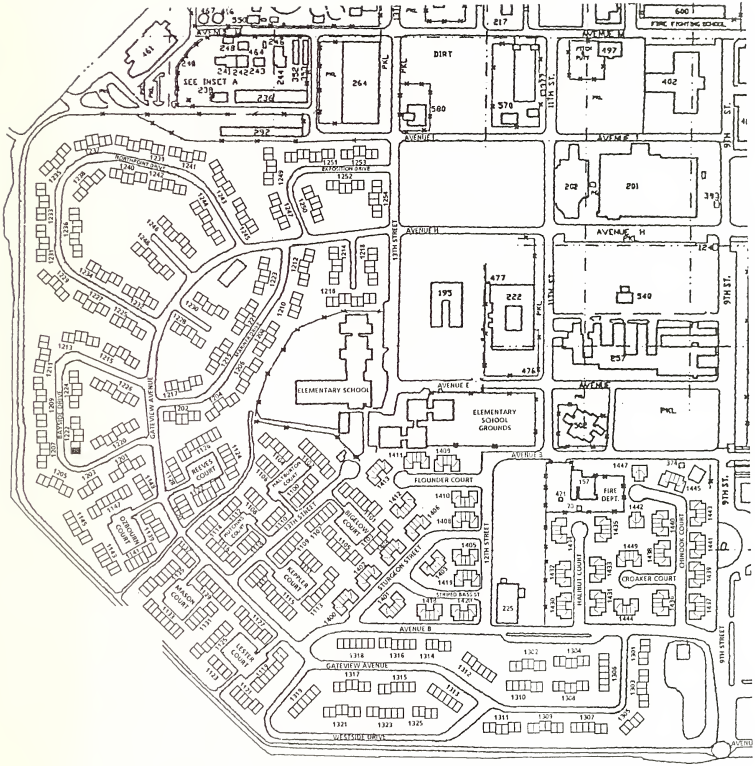
Attachment 5- Revised and Updated Phase 2 Premises.

Attachment 6-Budget Adjustments to reflect exchange of YBI Units for TI Units

Attachment 7-Correction to Inventory Maps for Marketing Plan

Attachment 8-Revised Rent schedule

ATTACHMENT 2
Description of 52 YBI Units and 1 TI Unit



THE

JOHN STEWART COMPANY

An *EDISON CAPITAL HOUSING INVESTMENTS* Company

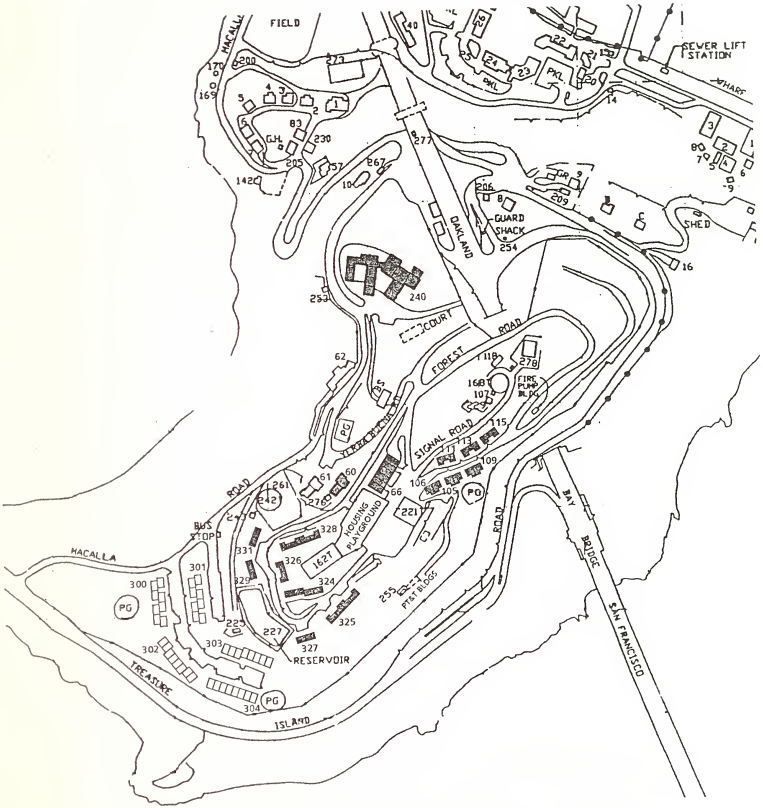
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

YBI/TI 53 UNIT DESCRIPTION
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: July 12, 2000

Job No: C10101

Dwg. No: **YBI-53.1**

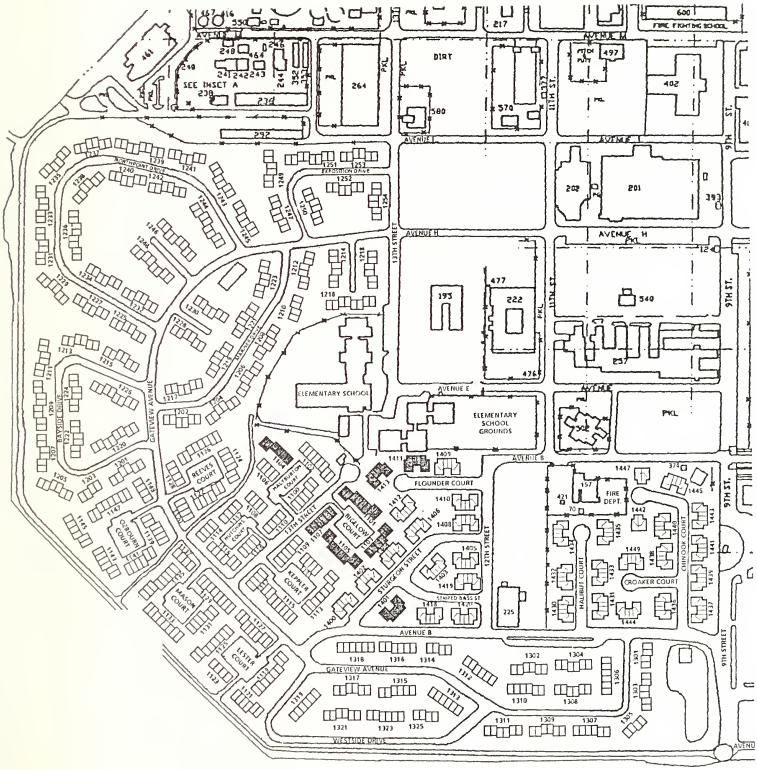


THE
JOHN STEWART COMPANY
An EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

YBI/TI 53 UNIT DESCRIPTION
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: July 12, 2000
Job No: C10101
Dwg. No: YBI-53.2

ATTACHMENT 3
Description of 52 TI Units and 1 YBI Unit



THE

JOHN STEWART COMPANY

An *EDISON CAPITAL HOUSING INVESTMENTS* Company

1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

TI/YBI 53 UNIT DESCRIPTION

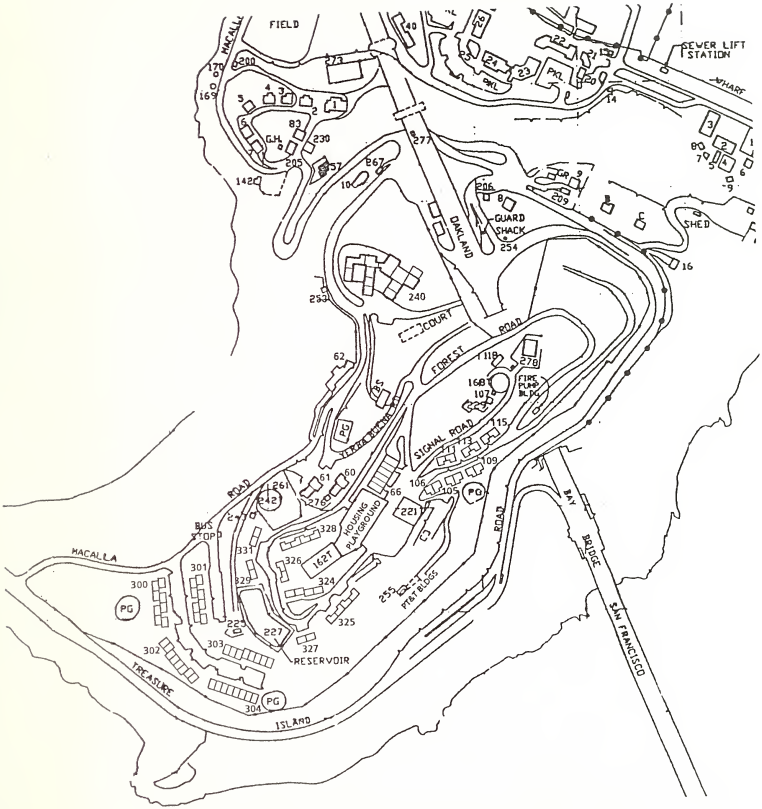
Treasure Island Residential Rehabilitation

San Francisco, California

Date: July 12, 2000

Job No: C10101

Dwg. No: TI-53.1

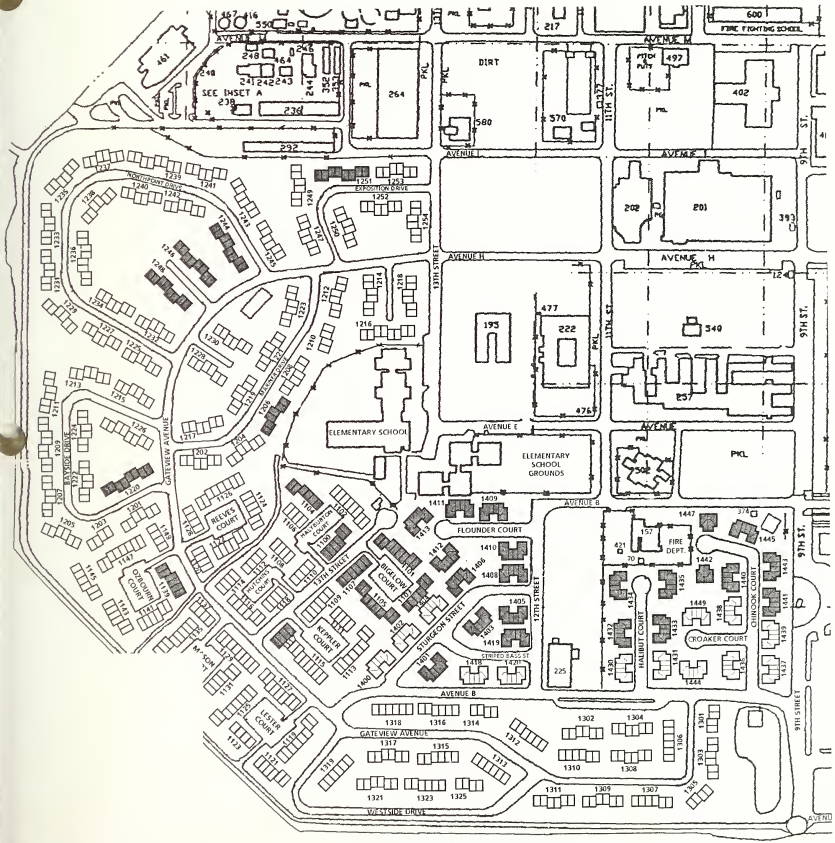


THE
JOHN STEWART COMPANY
An EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

TI/YBI 53 UNIT DESCRIPTION
Treasure Island Residential Rehabilitation
San Francisco, California

Date: July 12, 2000
Job No: C10101
Dwg. No: TI-53.2

ATTACHMENT 4
Revised and Updated Map of Subleased TIHDI Units



TIHDI INVENTORY

[Sublease Amendment with the John Stewart Company related to Treasure Island Housing]

APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AMENDMENT TO A SUBLEASE WITH THE JOHN STEWART COMPANY RELATED TO THE EXCHANGE OF TREASURE ISLAND HOUSING UNITS WITH TIHDI

WHEREAS, On May 2, 1997, the Board of Supervisors (the "Board") passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, There are approximately 1,000 units of housing on the Base, 904 on Treasure Island and 96 on Yerba Buena Island (the "Base-Wide Housing Units"); and,

WHEREAS, On March 17, 1999, the John Stewart Company ("Subtenant") and the Authority entered into a Sublease, Development, Marketing and Property Management Agreement (the "Original Sublease") for the development, marketing and property management of up to 766 of the Base-Wide Housing Units; and,

WHEREAS, Subtenant has been carrying out the rehabilitation, marketing and management programs regarding their Housing Units provided for under the Sublease; and,

WHEREAS, Subtenant, the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") have agreed that it is in their respective mutual interests to allow Subtenant to sublease 52 housing units on Yerba Buena Island which, under agreements with TIHDI, were to have been subleased to TIHDI member organizations, in exchange for allowing TIHDI member organizations the right to sublease 52 housing units on Treasure Island that were included in Subtenant's Original Sublease; and,

WHEREAS, To effectuate such exchange of Housing Units with TIHDI and to make certain other corresponding changes to the Original Sublease, the Authority and Subtenant have negotiated the terms and conditions of an amendment to the Sublease in the form attached hereto as Exhibit A (the "JSCO Amendment"), Now therefore, be it,

RESOLVED, That the Authority hereby approves and authorizes the Executive Director to enter into the JSCO Amendment and any related amendments to the Authority's master leases with the United States Navy necessary to effectuate the intent of the JSCO Amendment; and, be it

FURTHER RESOLVED, That the Authority authorizes the Executive Director to enter into modifications to the JSCO Amendment (including, without limitation, the attachment or modification of exhibits) that are in the best interests of the Authority and the City, do not materially change the terms of the JSCO Amendment, and are necessary and advisable to effectuate the purpose and intent of this resolution.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and

that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on August 26, 2000.

_____

John Elberling

n:\spclproj\mcohen\mayor\treasure\propmana agmt\amd1 res

FIRST AMENDMENT TO

SUBLEASE, DEVELOPMENT, MARKETING

AND PROPERTY MANAGEMENT AGREEMENT

Between

TREASURE ISLAND DEVELOPMENT AUTHORITY

As Sublandlord

and

THE JOHN STEWART COMPANY

As Subtenant and Manager

August __, 2000

FIRST AMENDMENT TO

SUBLEASE, DEVELOPMENT, MARKETING

AND PROPERTY MANAGEMENT AGREEMENT

Between

TREASURE ISLAND DEVELOPMENT AUTHORITY

As Sublandlord

and

THE JOHN STEWART COMPANY

As Subtenant and Manager

August 15, 2000

THIS FIRST AMENDMENT TO SUBLEASE, DEVELOPMENT, MARKETING AND PROPERTY MANAGEMENT AGREEMENT (this "First Amendment"), dated as of August 15, 2000, is by and between the Treasure Island Development Authority (the "Authority") and the John Stewart Company, a California corporation ("Subtenant"). From time to time, the Authority and Subtenant together shall be referred to herein as the "Parties".

This First Amendment is made with reference to the following facts and circumstances:

A. On March 17, 1999, Subtenant and the Authority entered into a Sublease, Development, Marketing and Property Management Agreement (the "Original Sublease, and as amended by this First Amendment, the "Sublease") for the development, marketing and property management of up to 766 housing units , as shown on Exhibits B-1 and B-2 of the Original Sublease (the "Original Premises") at former Naval Station, Treasure Island, in San Francisco, California.

B. In connection with the TIHDI Agreement and the Sharing Agreement, as amended by an amendment to the Sharing Agreement in substantially the form attached hereto as Attachment 1, the Authority has subleased the first [122 of 218] Housing Units to various TIHDI member organizations.

C. Both Subtenant and TIHDI's member organizations have been carrying out parallel rehabilitation, marketing and management programs regarding their Housing Units under their respective subleases.

D. The Master Landlord has failed to complete FOSLs for certain Housing Units in the Phase 2 Premises of the Original Sublease on schedule and has had to complete additional environmental remediation on certain Housing Units in the Phase 1 Premises of the Original Sublease, all of which has adversely affected the schedule for completing the Work on Rentable Units as contemplated under the Original Sublease.

E. Subtenant, the Authority and TIHDI have agreed that it is in their respective mutual interests to allow Subtenant to sublease 52 housing units on Yerba Buena Island and one unit on Treasure Island, as more particularly shown on Attachment 2 attached hereto (together, the "YBI

Units") which, under the TIHDI Agreement and the Sharing Agreement were to have been subleased to TIHDI member organizations, in exchange for allowing TIHDI member organizations the right to sublease 52 housing units on Treasure Island that were included in Subtenant's Original Sublease and returning to the Authority 1 unit on Yerba Buena island, all as more particularly shown on Attachment 3 (the "TI Units").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority and Subtenant agree to amend the Original Sublease as follows:

1. Defined Terms. Capitalized terms not separately defined herein shall have the same meaning provided in the Original Sublease.

2. Phase 1 Premises. The Phase 1 Premises of the Original Premises described in Exhibit B-1 of the of the Original Sublease are hereby amended to exclude the TI Units and to add (i) all of YBI Units except Building 240 and (ii) those former Phase 2 Units that have been delivered and become part of the subleased Premises as of the date of this Amendment, so that the amended Phase 1 Premises are as shown on Attachment 4 attached hereto. Attachment 4 shall supercede and replace Exhibit B-1 of the Original Sublease.

3. Phase 2 Premises. The Phase 2 Premises of the Original Premises described in Exhibit B-2 of the of the Original Sublease are hereby amended to exclude those former Phase 2 Units that have been delivered and become part of the subleased Premises as of the date of this Amendment and to add Building 240, so that the amended Phase 2 Premises are as shown on Attachment 5 attached hereto. Attachment 5 shall supercede and replace Exhibit B-2 of the Original Sublease.

4. Cost of Work. In order to reflect changes in costs of the Work as a result of exchanging the TI units for the YBI Units, Exhibit G of the original Sublease is hereby amended by Attachment 6 attached hereto.

5. Timing of Construction. Section 4.4 of the Original Sublease is hereby amended by adding the following sentence to the end of Section 4.4:

"Notwithstanding the foregoing, Subtenant shall be required to complete the Work on the YBI Units only at the rate of twenty (20) Rentable Units each calendar month, subject to the other terms and conditions described above. Moreover, if for reasons outside of the control of

the Subtenant, maintaining a minimum construction level of 40 residential units per month (or 20 of the YBI Units per month) is not practical, the Subtenant may inform the Executive Director in writing of the circumstances and seek the Executive Director's consent to a temporary adjustment to the required completion schedule, which consent shall not be unreasonably withheld or delayed."

6. Development Fee. For the performance of the Work on the YBI Units only, the Development Fee payable under Section 4.8 of the Original Sublease shall be increased from $1,252 per Rentable Units to $1,329 per Rentable Unit, so that the total Development Fee payable to the Subtenant for the YBI Units may not exceed $1,018,014. Except as amended herein, the Development Fee shall be payable to Subtenant as provided under the Original Sublease.

7. Costs of the Work on the YBI Units. Section 13.1 of the Original Sublease is hereby amended to add a new Section 13.(G)(1) as follows;

"Then, to the extent available, remaining Gross Revenues shall be distributed to Subtenant in an amount equal to fifty percent (50%) of the total costs of completing the Work on the YBI Units and Buildings 1205, 1211, 1222, 1229, 1233 and 1317 (as such costs are shown on Attachment 6 to this First Amendment). The remaining fifty percent (50%) of the total costs of completing the Work on the such Units shall be added to the Ledger Account as set forth in Section 13.2 of the Sublease.

8. Percentage Rent as to YBI Units. A new sentence shall be added to the end of Section 13 (i) as follows:

"Notwithstanding the foregoing, for the remainder of the Term of this Sublease, ninety-three percent (93%) of the remaining Gross Revenues in the Operating Account attributable solely to the YBI Units (the "YBI Units Net Revenues") shall be paid to the Authority as Percentage Rent and seven percent (7%) of the YBI Units Net Revenues shall be retained by Subtenant."

9. Building 240 Lead Abatement. In the event the Master Landlord has not issued a FOSL for Building 240 by January 1, 2001, Subtenant may deduct Two Thousand Dollars ($2,000) per month from Percentage Rent for the period commencing January 1, 2001 until the earlier of the first month succeeding the date such FOSL is

issued or July 1, 2001. If , as of July 1, 2001, Master Landlord has still not issued a FOSL for Building 240, Building 240 shall be permanently excluded from the list of Potential Phase 2 Premises under the Sublease, and, in exchange for Subtenant's relinquishment of any right, claim or interest in or to Building 240, arising under the Sublease or otherwise, Subtenant may deduct an additional One Hundred Fifty Thousand Dollars ($150,000) from Percentage Rent as it becomes otherwise due and payable to the Authority.

10. Disability laws. Section 18.1(c) of the Original Sublease is hereby amended and replaced by the following:

"The Authority represents and covenants that neither the Authority nor any Agent of the Authority directly, or indirectly, will take the position in any forum (i) that Subtenant is responsible for any work on the premises, other than the work set forth in the Work Plan, in order to comply with the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, California Title 24 or similar disability or handicap access laws, rules, or regulations (the "Disability Access Laws"), or (ii) in recognition of the oversupply of rehabilitated accessible units made available to the public as of the date of this Amendment and the lack of market demand for such units by individuals or families with disabilities (notwithstanding extensive outreach by Subtenant), that the YBI Units should be made accessible units under such Disability Access Laws."

11. CAM Charges. In the event the Master Landlord does not require the Authority to pay the Navy CAM Charge, Subtenant shall pay a comparable Common Area Maintenance Charge directly to the Authority (the "City CAM Charge") as Additional Rent, provided the amount of such City CAM Charge (on a per square foot basis) may not exceed the amount of the Navy Cam Charge (on a per square foot basis) as of the date of this Amendment.

12. Marketing Plan. The Unit Inventory (maps INV-1D and INV-2D) of the Marketing Plan attached to the Original Sublease as Exhibit H is hereby amended to reflect the addition of the YBI Units and the deletion of the TI Units as shown on Attachment 7 attached hereto.

13. Rent Schedule. The Rent Schedule attached to the Original Sublease as Exhibit J, as amended from time to time, is hereby further amended to include a rent schedule for the YBI

Units as shown on Attachment 8 attached hereto. Attachment 8 shall supercede and replace Exhibit J of the Original Sublease.

14. Terms and Conditions of Original Sublease Remain in Force and Effect. Except as specifically amended hereby, the terms and conditions of the Original Sublease, as amended by this Amendment, shall remain in full force and effect.

15. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

The Authority and Subtenant have executed this First Amendment in duplicate as of the date first written above.

SUBTENANT:

JOHN STEWART COMPANY
a _____ Corporation

By: _____
Its: _____

AUTHORITY:

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

Approved as to Form:
LOUISE H. RENEE, City Attorney

_____
Deputy City Attorney

EXHIBITS TO FIRST AMENDMENT

Attachment 1- Amendment to the TIHDI Sharing Agreement

Attachment 2- Description of 52 YBI Units and One TI Unit

Attachment 3- Description of 52 TI Units and One YBI unit

Attachment 4-Revised and Updated Phase 1 Premises.

Attachment 5- Revised and Updated Phase 2 Premises.

Attachment 6-Budget Adjustments to reflect exchange of YBI Units for TI Units

Attachment 7-Correction to Inventory Maps for Marketing Plan

Attachment 8-Revised Rent schedule

EXHIBITS TO FIRST AMENDMENT

BETWEEN

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

AND

THE JOHN STEWART COMPANY

AUGUST, 2000

ATTACHMENT 1
Amendment to the TIHDI Sharing Agreement

FIRST AMENDMENT TO

REVENUE SHARING AND CONSENT AGREEMENT

Between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

And

THE TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

THIS FIRST AMENDMENT TO REVENUE SHARING AND CONSENT AGREEMENT (this "First Amendment"), dated as of August __, 2000, is by and between the Treasure Island Development Authority (the "Authority"), and the Treasure Island Homeless Development Initiative ("TIHDI").

This Agreement is made with reference to the following facts and circumstances:

A. Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of Supervisors and approved by the United States Department of Housing and Urban Development in connection with its consideration of the Draft Reuse Plan (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement").

B. Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease up to 90 of the housing units on Yerba Buena Island (41 of which are to remain available to the Authority for up to five years (the "41 YBI Units") and up to 285 housing units on Treasure Island for homeless San Franciscans, as more particularly described in the TIHDI Agreement (together with the 41 YBI Units, the "TIHDI Units") .

C. On March 17, 1999, The Authority and the John Stewart Company ("JSCO") entered into a Sublease, Development, Marketing and Property Management Agreement (the "JSCO Sublease"), to have up to 766 of the housing units on the Base rehabilitated, marketed and leased to residential tenants and managed and maintained under the terms and conditions of the JSCO Sublease.

D. On March 1, 1999, the Authority and TIHDI entered into a Sharing Agreement (the "Original Sharing Agreement, and as amended by this First Amendment, the "Sharing Agreement"), pursuant to which 112 of the TIHDI Units on Treasure Island were

included as part of the leased premises under the JSCO Sublease in exchange for the Authority's agreement to pay TIHDI a percentage of the Authority's net revenues generated by such units.

E. As a result of the Original Sharing Agreement, the Authority and TIHDI expected that, for the term of the JSCO Sublease, TIHDI member organizations would sublease 222 of the TIHDI Units, as shown on Exhibit B to the Original Sharing Agreement (the "Original Subleased TIHDI Units") for homeless and economically disadvantaged San Franciscans as provided in such subleases and the TIHDI Agreement.

F. In furtherance of the TIHDI Agreement and the Sharing Agreement, the Authority has subleased the first of 122 of the Original Subleased TIHDI Units to various TIHDI member organizations, and both JSCO and TIHDI's member organizations have been carrying out parallel rehabilitation, marketing and management programs regarding their Housing Units under their respective subleases.

G. In order to preserve maximum flexibility for the Authority's ability to develop the Base, including its ability to address issues related to a potential exchange of the Tidelands Trust off of portions of Treasure Island onto portions of Yerba Buena Island, and thereby, among other things, create a net gain in low-income and TIHDI housing on the Base (which gains could be realized through amendments to the TIHDI Agreement with regard replacement set-asides and contingent options in favor of TIHDI related to new housing development on the Base), and in light of certain restrictions on the use of housing on Yerba Buena Island set forth in the Bay Plan that inhibit the Authority's ability to give TIHDI member organizations long-term sublease terms for housing on Yerba Buena Island, the Authority and TIHDI have agreed that it is in their respective mutual interests to, pursuant to the terms and conditions of this First Amendment and a First Amendment to the JSCO Sublease in substantially the form attached hereto as Attachment 1, allow JSCO, for the remainder of the term of the JSCO Sublease, to sublease 52 housing units on Yerba Buena Island and one unit on Treasure Island, as more particularly shown on Attachment 2 attached hereto (the "YBI Units") which, under the TIHDI Agreement and the Original Sharing Agreement were to have been subleased to TIHDI member organizations, in exchange for allowing TIHDI member organizations the right to sublease 52 housing units on Treasure Island, as more particularly shown on Attachment 3 (the "TI Units"), that were originally included as part of JSCO's leased premises under the JSCO Sublease.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the Authority and TIHDI hereby agree as follows:

1. Definitions. Except as specifically defined herein, initially capitalized words and phrases shall have the same meaning given such words and phrases in the Original Sharing Agreement and the JSCO Sublease, as amended.

2. Subleased TIHDI Units. TIHDI hereby consents to the Authority's and JSCO's use of the YBI Units in exchange for the Authority's promise to sublease to TIHDI member organizations the TI Units (plus the remaining 44 of the Original Subleased TIHDI Units on the Treasure Island portion of the Base that have not yet been subleased to TIHDI member organizations), so that the total number of Subleased TIHDI Units shall be reduced from 222 to 218, and so that all of such Subleased TIHDI Units shall be located on the Treasure Island portion of the Base, as more particularly shown on Attachment 4 attached hereto. Attachment 4 shall supercede and replace Exhibit B to the Original Sharing Agreement. Notwithstanding the foregoing, the YBI Units shall not be considered "Borrowed Units" for purposes of Section 4 of the Sharing Agreement.

3. Unit Turnover. The first sentence of Section 7 of the Original Sharing Agreement [Unit Turnover] is hereby amended and shall be deleted and replaced in its entirety with the following:

> "The Authority shall use its best efforts (including the prosecution of eviction actions if necessary) to make available to TIHDI for subleasing (as provided under the TIHDI Agreement) the 41 YBI Units and 37 clustered two-bedroom, 38 clustered three-bedroom, 37 clustered four-bedroom units and four additional units of housing on the Base (together, the "Returned Units") within 30 days of the expiration or earlier termination of the JSCO Sublease."

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5. Terms and Conditions of Original Sharing Agreement Remain in Force and Effect. Except as specifically amended hereby, the terms and conditions of the Original Sharing Agreement, as amended by this First Amendment, shall remain in full force and effect. Without limiting the generality of the foregoing, the Authority and TIHDI acknowledge and agree that TIHDI's willingness to exchange the YBI Units for the TI Units pursuant to this First Amendment shall not be deemed to reflect any intent by the parties to change or modify TIHDI's rights under the TIHDI Agreement to receive a fee simple interest to property on the Yerba Buena Island portion of the Base for permanent TIHDI housing or to receive property on Treasure Island for permanent housing in the event the Tidelands Trust is lifted from some portion of Treasure Island.

The Authority and TIHDI have executed this First Amendment in triplicate as of the date first written above.

TIHDI:

By:_____
Ms. Sherry Williams
Its: Executive Director

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Ms. Annemarie Conroy
Its: Executive Director

Approved as to Form:

_____
Deputy City Attorney

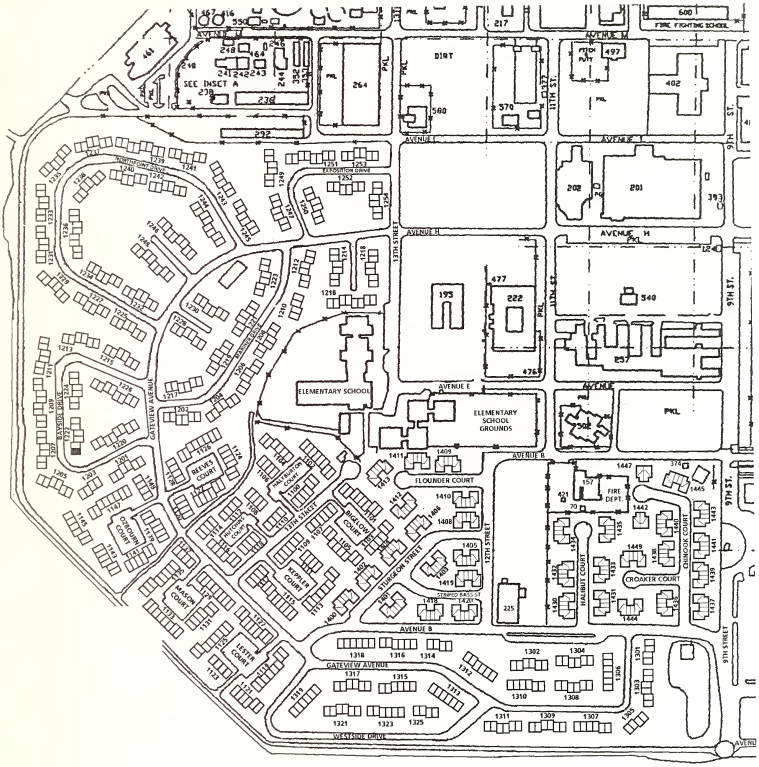
Attachment 1-Form of Amendment to JSCO Sublease

Attachment 2- Description of 52 YBI Units and One TI Unit

Attachment 3- Description of 52 TI Units and One YBI unit

Attachment 4-Revised and Updated Map of Subleased TIHDI Units.

ATTACHMENT 2
Description of 52 YBI Units and 1 TI Unit



THE

JOHN STEWART COMPANY

An *EDISON CAPITAL HOUSING INVESTMENTS* Company

1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

YBI/TI 53 UNIT DESCRIPTION

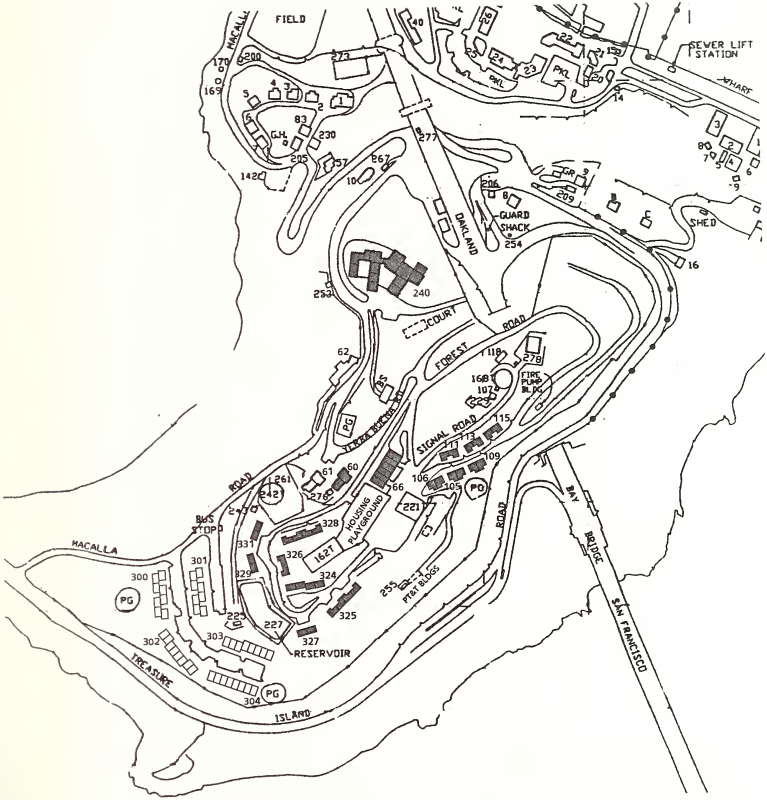
Treasure Island Residential Rehabilitation

San Francisco, California

Date: July 12, 2000

Job No: C10101

Dwg. No: **YBI-53.1**

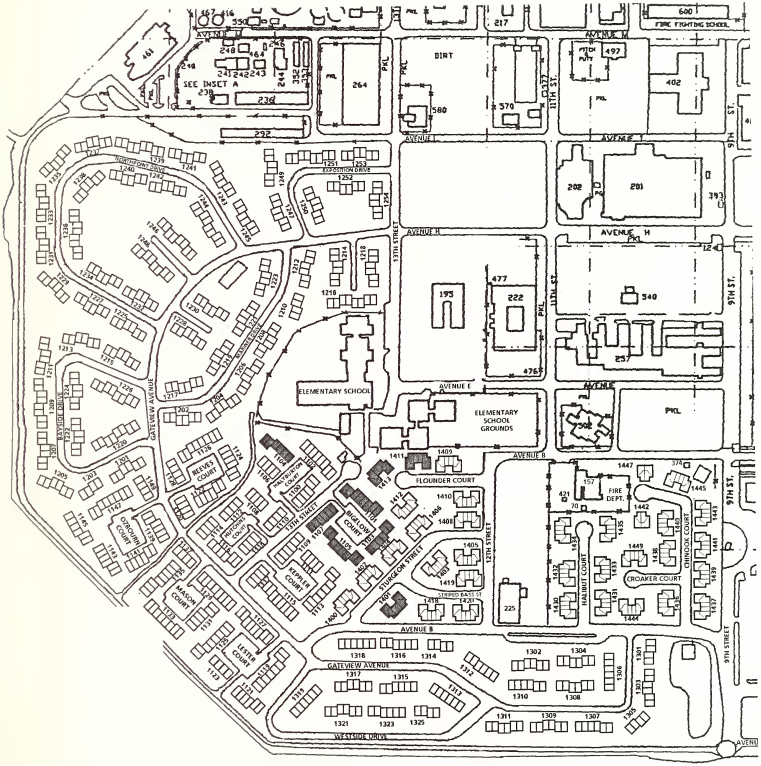


THE
JOHN STEWART COMPANY
An *EDISON CAPITAL HOUSING INVESTMENTS* Company
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

YBI/TI 53 UNIT DESCRIPTION
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: July 12, 2000
Job No: C10101
Dwg. No: **YBI-53.2**

ATTACHMENT 3
Description of 52 TI Units and 1 YBI Unit



THE

JOHN STEWART COMPANY

An *EDISON CAPITAL HOUSING INVESTMENTS* Company

1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

TI/YBI 53 UNIT DESCRIPTION

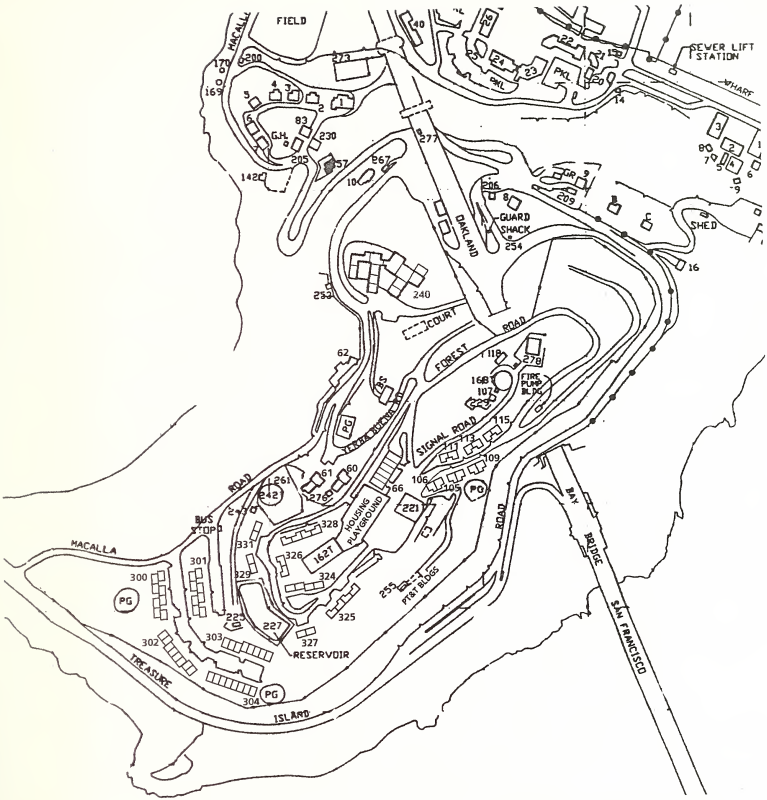
Treasure Island Residential Rehabilitation

San Francisco, California

Date: July 12, 2000

Job No: C10101

Dwg. No: **TI-53.1**

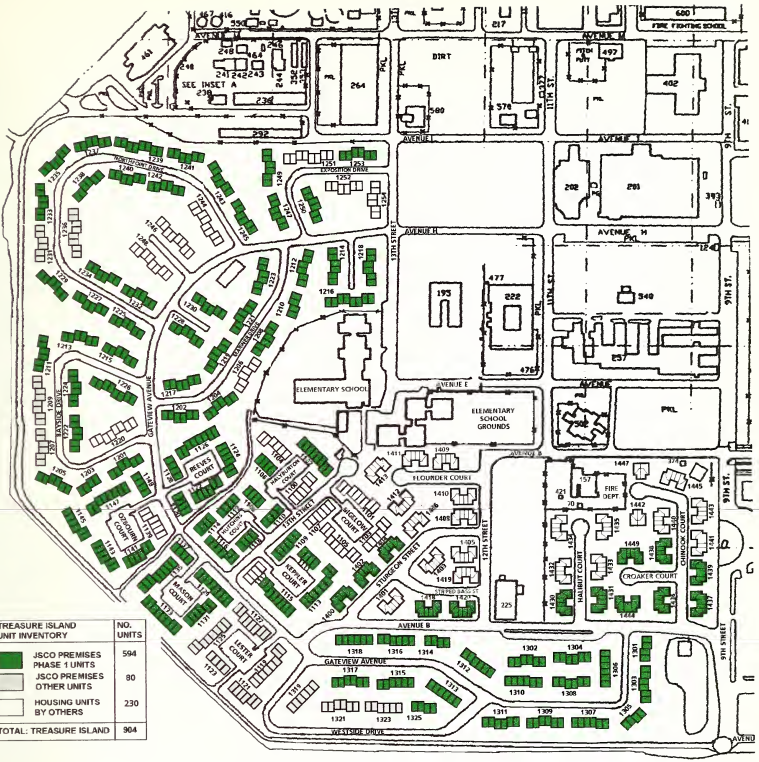


THE
JOHN STEWART COMPANY
An *EDISON CAPITAL HOUSING INVESTMENTS* Company
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

TI/YBI 53 UNIT DESCRIPTION
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: July 12, 2000
Job No: C10101
Dwg. No: **TI-53.2**

ATTACHMENT 4
Revised and Updated Phase 1 Premises

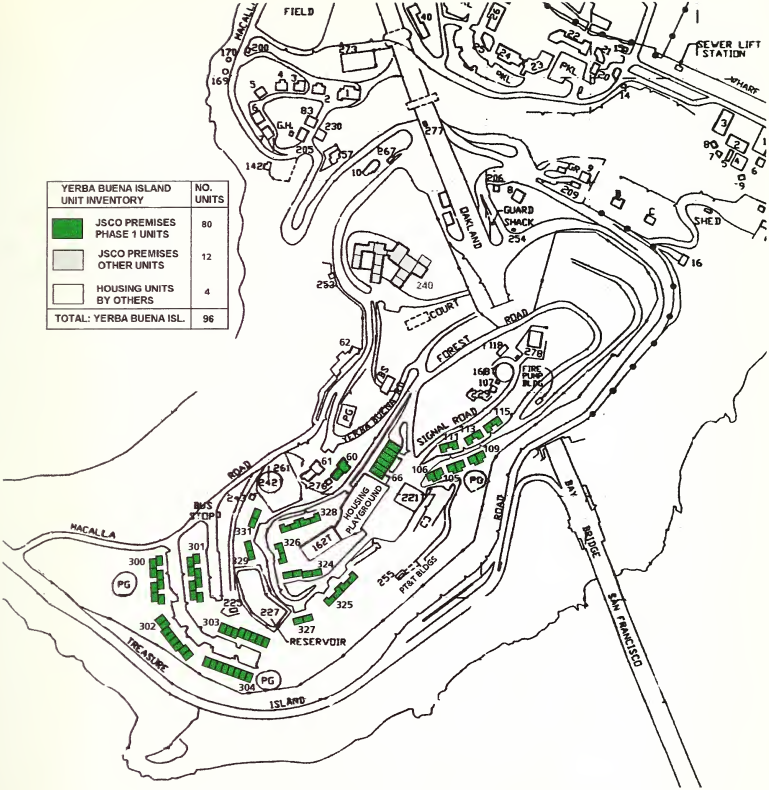


TREASURE ISLAND UNIT INVENTORY	NO. UNITS
JSCO PREMISES PHASE 1 UNITS	594
JSCO PREMISES OTHER UNITS	80
HOUSING UNITS BY OTHERS	230
TOTAL: TREASURE ISLAND	904

THE
JOHN STEWART COMPANY
An EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street 11th Floor San Francisco, CA 94109-5427

JSCO PHASE 1 PREMISES
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: Rev. July 12, 2000
Job No: C10101
Dwg. No: **PR-1a**



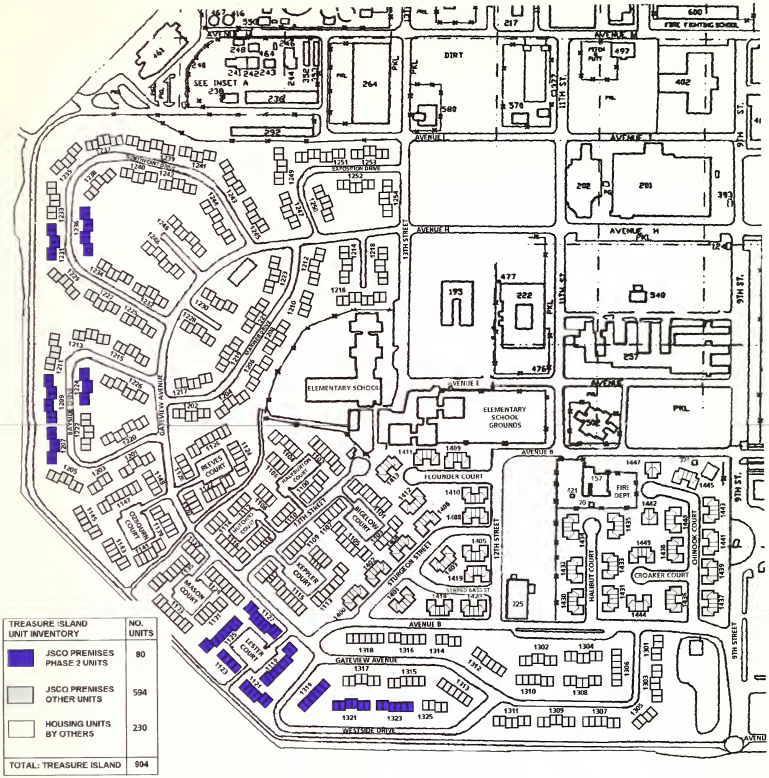
THE
JOHN STEWART COMPANY
AN EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street 11th Floor San Francisco CA 94109-5427

JSCO PHASE 1 PREMISES
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: Rev. July 12, 2000
Job No: C10101
Dwg. No: **PR-1b**

ATTACHMENT 5

Revised and Updated Phase 2 Premises

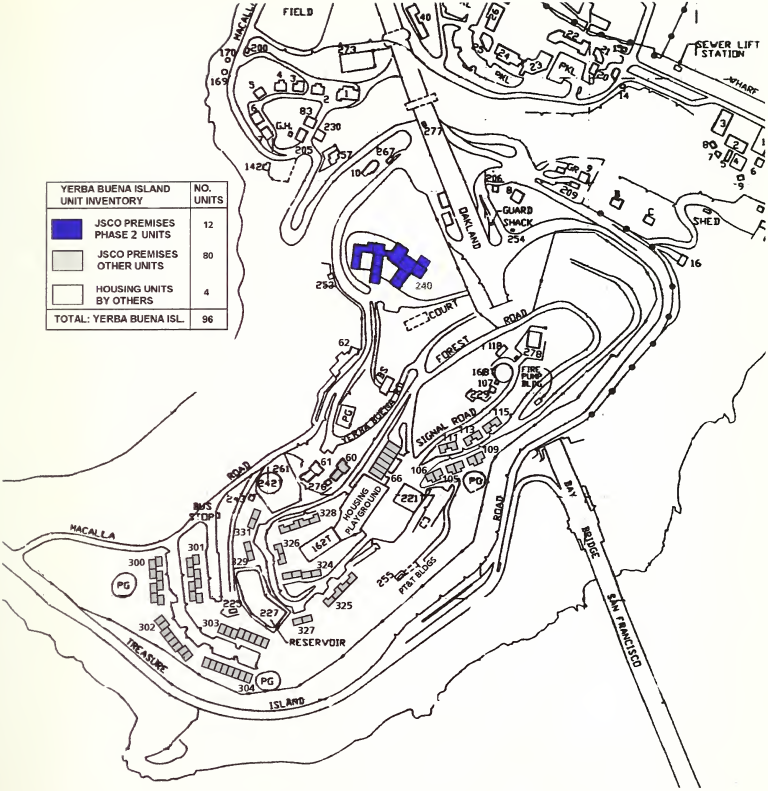


TREASURE ISLAND UNIT INVENTORY	NO. UNITS
JSCO PREMISES PHASE 2 UNITS	80
JSCO PREMISES OTHER UNITS	594
HOUSING UNITS BY OTHERS	230
TOTAL: TREASURE ISLAND	904

THE
JOHN STEWART COMPANY
An EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

JSCO PHASE 2 PREMISES
Treasure Island Residential Rehabilitation
San Francisco, California

Date: Rev. July 12, 2000
Job No: C10101
Dwg. No: **PR-2a**



THE
JOHN STEWART COMPANY
AN EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street 11th Floor San Francisco, CA 94109-5427

JSC0 PHASE 2 PREMISES
Treasure Island
Residential Rehabilitation
San Francisco, California

Date: Rev. July 12, 2000
Job No: C10101
Dwg. No: **PR-2b**

ATTACHMENT 6

Budget Adjustments for TI and YBI Units

Attachment 6

FINANCIAL IMPACT OF CHANGES TO SUBLEASE

Substitution of Yerba Buena Units for Treasure Island Units

	Treasure Island Units	Yerba Buena Units	Additional Cost Increment
Total Units	53	53	0
CONSTRUCTION COSTS			
Construction Costs (Note 1)	$677,830	$1,140,769	$462,939
Sunk Costs (Note 2)		$36,591	$36,591
Other Costs (Note 3)		$35,000	$35,000
Additional Architecture and Engineering (Note 4)	$0	$12,000	$12,000
Environmental Engineering (Note 5)	$0	$15,000	$15,000
Construction Monitoring (Note 6)	$4,444	$17,776	$13,332
Development Fee (Note 7)	$66,303	$125,714	$59,411
Total Cost	**$748,577**	**$1,382,850**	**$562,682**
MARKETING COSTS			
Marketing Fee (Note 8)	$9,275	$9,275	$0
Additional Marketing Cost (Note 9)	$0	$11,500	$11,500

NOTES:

1. Construction Cost for Treasure Island and Yerba Buena Units outlined in Attachment A.
2. Includes hard construction costs already expended for Treasure Island units included in trade.
3. Includes $20K legal and $15K construction office relocation.
4. Treasure Island architectural and engineering costs are completed and thus a sunk cost.
   Additional architectural and engineering costs to complete unit upgrades for Yerba Buena Island units is estimated to reach $12,000.
5. Treasure Island environmental engineering costs are completed and are thus a sunk cost.
   Additional Environmental engineering costs to complete unit upgrades for Yerba Buena Island units is estimated to reach $15,000.
6. Additional complexity of Yerba Buena units will necessitate additional construction management (3 months additional time).
7. Development fee for Treasure Island units based on original sublease. Yerba Buena development fee based on 10% costs.
8. Additional 12 units would increase marketing fees by $2,100 ($175 per additional unit)
9. This includes special advertising for Yerba Buena units and one part-time sales representative for 120 days @ one-half time.

THE JOHN STEWART COMPANY
Treasure Island Housing

CAPITAL BUDGET UNIT ALLOCATION - 53/53 Trade

July 17, 2000

DELETED UNITS

LOCATION		DWELLING UNIT CHARACTERISTICS									CAPITAL BUDGET	
Address	Units/ bldg	unit no.	unit type	entry level	net sq. ft.	No. Bedrooms (2 br)	(3 br)	(4 br)	no. baths	h'cap	Dwelling Unit Cost	Building Total
1101	8	A	2-story	ground	1,070		3		1.5	no	$9,932	
Bigelow Court		B	2-story	ground	1,070		3		1.5	no	$9,932	
Treasure Island		C	2-story	ground	1,070		3		1.5	no	$9,932	
		D	2-story	ground	1,070		3		1.5	no	$9,932	
		E	2-story	ground	1,070		3		1.5	no	$9,932	
		F	2-story	ground	1,070		3		1.5	no	$9,932	
		G	2-story	ground	1,070		3		1.5	no	$9,932	
		H	2-story	ground	1,070		3		1.5	no	$9,932	
Building Subtotal					***8,560***	***0***	***8***	***0***			***$9,932***	***$79,460***
1103	6	A	2-story	lower	1,070		3		1.5	no	$9,932	
Bigelow Court		B	2-story	lower	1,070		3		1.5	no	$9,932	
Treasure Island		C	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		D	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		E	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		F	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
Building Subtotal					***6,972***	***0***	***2***	***4***			***$10,576***	***$63,459***
1104	6	A	2-story	lower	1,070		3		1.5	no	$9,932	
Halyburton Ct		B	2-story	lower	1,070		3		1.5	no	$9,932	
Treasure Island		C	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		D	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		E	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		F	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
Building Subtotal					***6,972***	***0***	***2***	***4***			***$10,576***	***$63,459***
1105	8	A	2-story	ground	1,070		3		1.5	no	$9,932	
Bigelow Court		B	2-story	ground	1,070		3		1.5	no	$9,932	
Treasure Island		C	2-story	ground	1,024		3		1.5	no	$9,889	
		D	2-story	ground	1,024		3		1.5	no	$9,889	
		E	2-story	ground	1,024		3		1.5	no	$9,889	
		F	2-story	ground	1,024		3		1.5	no	$9,889	
		G	2-story	ground	1,070		3		1.5	no	$9,932	
		H	2-story	ground	1,070		3		1.5	no	$9,932	
Building Subtotal					***8,376***	***0***	***8***	***0***			***$9,911***	***$79,285***
1107	6	A	2-story	lower	1,070		3		1.5	no	$9,932	
Bigelow Court		B	2-story	lower	1,070		3		1.5	no	$9,932	
Treasure Island		C	2-story	lower	1,070		3		1.5	no	$9,932	
		D	2-story	lower	1,070		3		1.5	no	$9,932	
		E	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
		F	2-story	lower	1,208			4	1.5+0.5	no	$10,898	
Building Subtotal					***6,696***	***0***	***4***	***2***			***$10,254***	***$61,527***
1401	6	A	flat	ground	975	2			1	yes	$24,138	
Sturgeon Street		B	flat	upper	990	2			1	no	$14,499	
Treasure Island		C	flat	upper	990	2			1	no	$14,499	
		D	flat	upper	990	2			1	no	$14,499	

ADDED UNITS

LOCATION		DWELLING UNIT CHARACTERISTICS									CAPITAL BUDGET	
Address	Units/ bldg	unit no.	unit type	entry level	net sq. ft.	No. Bedrooms (2 br)	(3 br)	(4 br)	no. baths	h'cap potent'l	Dwelling Unit Cost	Building Total
60	2	A	flat	upper	760	2			1.0	no	$25,646	
Forest Road		B	flat	upper	1,400		3+		2.0	no	$38,468	
Building Subtotal					***2,160***	***1***	***1***	***0***			***$32,057***	***$64,114***
66	6	A	flat	ground	688	2			1.0	no	$28,593	
Yerba Buena Dr		B	flat	ground	760	2			1.0	no	$31,585	
Yerba Buena		C	flat	ground	866	2			1.0	no	$35,991	
		D	flat	ground	866	2			1.0	no	$35,991	
		E	flat	ground	760	2			1.0	no	$31,585	
		F	flat	ground	688	2			1.0	no	$28,593	
Building Subtotal					***4,628***	***6***	***0***	***0***			***$32,057***	***$192,339***
105	2	A	flat	ground	913	2			1.0	no	$22,636	
Forest Road		B	flat	ground	913	2			1.0	no	$22,636	
Building Subtotal					***1,826***	***2***	***0***	***0***			***$22,636***	***$45,272***
106	2	A	flat	ground	913	2			1.0	no	$22,636	
Forest Road		B	flat	ground	913	2			1.0	no	$22,636	
Building Subtotal					***1,826***	***2***	***0***	***0***			***$22,636***	***$45,272***
109	2	A	flat	ground	913	2			1.0	no	$22,636	
Forest Road		B	flat	ground	913	2			1.0	no	$22,636	
Building Subtotal					***1,826***	***2***	***0***	***0***			***$22,636***	***$45,272***
111	2	A	flat	ground	913	2			1.0	no	$22,636	
Forest Road		B	flat	ground	913	2			1.0	no	$22,636	
Building Subtotal					***1,826***	***2***	***0***	***0***			***$22,636***	***$45,272***
113	2	A	flat	ground	913	2			1.0	no	$22,636	
Forest Road		B	flat	ground	913	2			1.0	no	$22,636	
Building Subtotal					***1,826***	***2***	***0***	***0***			***$22,636***	***$45,272***
115	2	A	flat	ground	913	2			1.0	no	$22,636	
Forest Road		B	flat	ground	913	2			1.0	no	$22,636	
Building Subtotal					***1,826***	***2***	***0***	***0***			***$22,636***	***$45,272***
240	12	A	flat	ground	1,550		3		1.0	no	$20,735	
Macalla Road		B	flat	ground	1,650		3		2.0	no	$22,073	
Yerba Buena		C	flat	ground	1,300	2			1.0	no	$17,391	
		D	flat	ground	1,200	2			1.0	no	$16,053	
		E	flat	ground	1,200	2			1.0	no	$16,053	
		F	flat	ground	1,750	2			1.0	no	$23,411	
		G	flat	ground	1,750		3		2.0	no	$23,411	
		H	flat	ground	1,650	2			1.0	no	$22,073	
		J	flat	ground	1,500	2			1.0	no	$20,066	
		K	flat	ground	1,400	2			1.0	no	$18,728	
		L	flat	lower	1,300	2			1.0	no	$17,391	
		M	flat	lower	1,750	2			2.0	no	$23,411	
Building Subtotal					***18,000***	***9***	***3***	***0***			***$20,066***	***$240,794***
324	4	A	2-story	ground	1,387			4	2.5	no	$17,596	
Yerba Buena Dr		B	2-story	ground	1,387			4	2.5	no	$17,596	
Yerba Buena		C	2-story	ground	1,387			4	2.5	no	$17,596	
		D	2-story	ground	1,387			4	2.5	no	$17,596	
Building Subtotal					***5,548***	***0***	***0***	***4***			***$17,596***	***$70,383***
325	4	A	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Yerba Buena Dr		B	2-story	ground	1,458		3		1.5+.5	no	$18,497	

THE JOHN STEWART COMPANY
Treasure Island Housing

CAPITAL BUDGET UNIT ALLOCATION - 53/53 Trade

July 17, 2000

DELETED UNITS

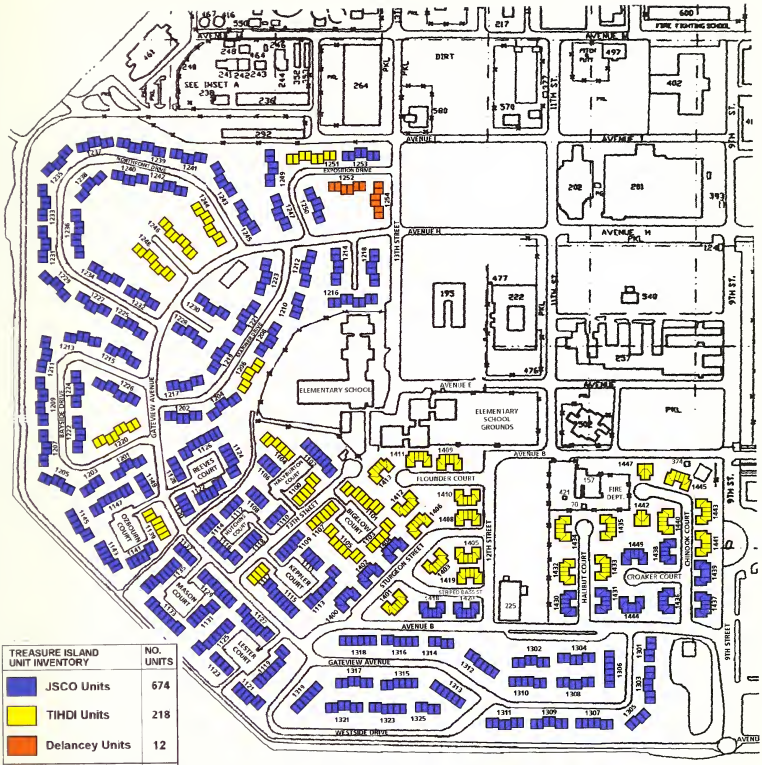
LOCATION		DWELLING UNIT CHARACTERISTICS									CAPITAL BUDGET	
Address	Units/ bldg	unit no.	unit type	entry level	net sq. ft.	No. Bedrooms (2 br)	(3 br)	(4 br)	no. baths	h'cap	Dwelling Unit Cost	Building Total
		E	flat	upper	990	2			1	no	$14,499	
		F	flat	ground	975	2			1	yes	$24,138	
Building Subtotal					***5,910***	***6***	***0***	***0***			***$17,712***	***$106,272***
1411	6	A	flat	ground	975	2			1	yes	$24,138	
Flounder Court		B	flat	upper	990	2			1	no	$14,499	
Treasure Island		C	flat	upper	990	2			1	no	$14,499	
		D	flat	upper	990	2			1	no	$14,499	
		E	flat	upper	990	2			1	no	$14,499	
		F	flat	ground	975	2			1	yes	$24,138	
Building Subtotal					***5,910***	***6***	***0***	***0***			***$17,712***	***$106,272***
1413	6	A	flat	ground	975	2			1	yes	$24,138	
Flounder Court		B	flat	upper	990	2			1	no	$14,499	
Treasure Island		C	flat	upper	990	2			1	no	$14,499	
		D	flat	upper	990	2			1	no	$14,499	
		E	flat	upper	990	2			1	no	$14,499	
		F	flat	ground	975	2			1	yes	$24,138	
Building Subtotal					***5,910***	***6***	***0***	***0***			***$17,712***	***$106,272***
57 Macalla Road	1		flat	lower	1,060	2			1	no	$11,825	
Building Subtotal					***1,060***	***1***	***0***	***0***			***$11,825***	***$11,825***
INVENTORY TOTAL	**53**				**56,366**	**19**	**24**	**10**			**$12,789**	**$677,830**

ADDED UNITS

LOCATION		DWELLING UNIT CHARACTERISTICS									CAPITAL BUDGET	
Address	Units/ bldg	unit no.	unit type	entry level	net sq. ft.	No. Bedrooms (2 br)	(3 br)	(4 br)	no. baths	h'cap potent'l	Dwelling Unit Cost	Building Total
Yerba Buena		C	2-story	ground	1,458		3		1.5+.5	no	$18,497	
		D	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Building Subtotal					***5,832***	***0***	***4***	***0***			***$18,497***	***$73,986***
326	2	A	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Yerba Buena Dr		B	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Building Subtotal					***2,916***	***0***	***2***	***0***			***$18,497***	***$36,993***
327	2	A	2-story	ground	1,387			4	2.5	no	$17,596	
Yerba Buena Dr		B	2-story	ground	1,387			4	2.5	no	$17,596	
Building Subtotal					***2,774***	***0***	***0***	***2***			***$17,596***	***$35,192***
328	4	A	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Yerba Buena Dr		B	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Yerba Buena		C	2-story	ground	1,458		3		1.5+.5	no	$18,497	
		D	2-story	ground	1,458		3		1.5+.5	no	$18,497	
Building Subtotal					***5,832***	***0***	***4***	***0***			***$18,497***	***$73,986***
329	2	A	2-story	ground	1,387			4	2.5	no	$17,596	
Yerba Buena Dr		B	2-story	ground	1,387			4	2.5		$17,596	
Building Subtotal					***2,774***	***0***	***0***	***2***			***$17,596***	***$35,192***
331	2	A	2-story	ground	1,387			4	2.5	no	$17,596	
Yerba Buena Dr		B	2-story	ground	1,387			4	2.5	no	$17,596	
Building Subtotal					***2,774***	***0***	***0***	***2***			***$17,596***	***$35,192***
1222 Bayside Treasure Island	1	2-story	lower	ground	1,080		3		2.5	no	$10,968	
Building Subtotal					***1,080***	***0***	***1***	***0***			***$10,968***	***$10,968***
INVENTORY TOTAL	**53**				**65,274**	**28**	**15**	**10**			**$21,524**	**$1,140,769**

ATTACHMENT 7

Corrections to Inventory Maps for Marketing Plan

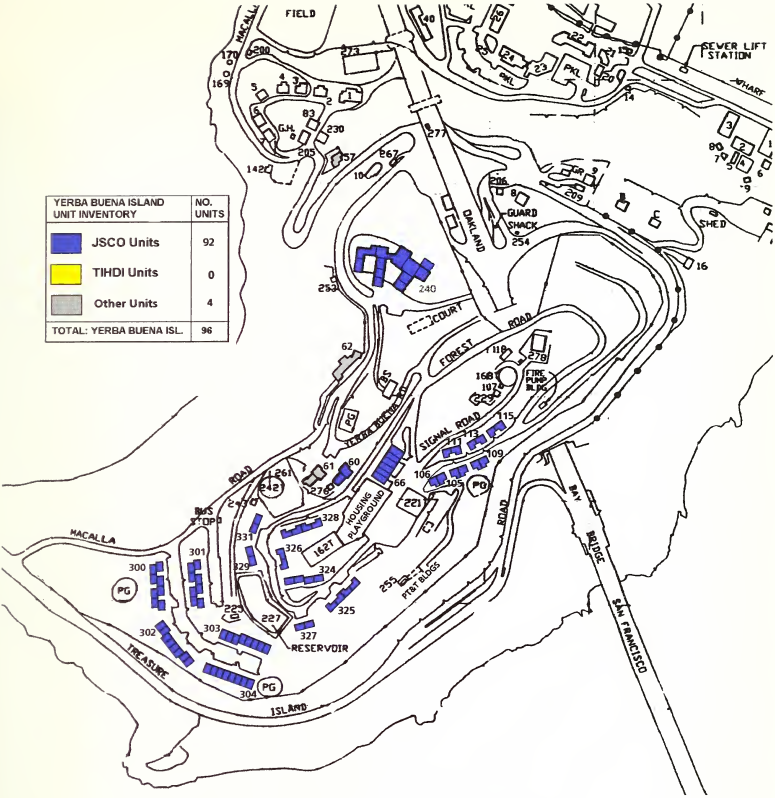


TREASURE ISLAND UNIT INVENTORY	NO. UNITS
JSCO Units	674
TIHDI Units	218
Delancey Units	12
TOTAL: TREASURE ISLAND	904

THE
JOHN STEWART COMPANY
An EDISON SENIOR HOUSING INVESTMENTS Company
944 Sutter Street, 11th Floor San Francisco, CA 94109-5427

UNIT INVENTORY
Treasure Island Residential Rehabilitation
San Francisco, California

Date: Rev. July 12, 2000
Job No: C10101
Dwg. No: **INV-1d**



YERBA BUENA ISLAND UNIT INVENTORY	NO. UNITS
JSCO Units	92
TIHDI Units	0
Other Units	4
TOTAL: YERBA BUENA ISL.	96

THE
JOHN STEWART COMPANY
An EDISON CAPITAL HOUSING INVESTMENTS Company
1388 Sutter Street, 11th Floor San Francisco, CA 94109-5427

UNIT INVENTORY
Treasure Island Residential Rehabilitation
San Francisco, California

Date: Rev. July 12, 2000
Job No: C10101
Dwg. No: **INV-2d**

ATTACHMENT 8
Revised Rent Schedule

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent Established in March,1999	CurrentRentforTenantsin Residence		Year 2000 Rent for Current Tenants	Approved/ Requested Rent Schedule
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths		DateofMove-In	Approved Rent Charged		
300-A Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	03/01/00	$1,785	$1,837	$1,965
300-B Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	03/01/00	$1,990	$2,048	$2,485
300-C Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	03/01/00	$1,785	$1,837	$1,965
300-D Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	03/17/00	$1,990	$2,048	$2,485
300-E Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	02/19/00	$1,785	$1,837	$1,965
300-F Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	04/01/00	$1,990	$2,048	$2,485
300-G Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	03/16/00	$1,785	$1,837	$1,965
300-H Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	03/24/00	$1,990	$2,048	$2,485
301-A Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	02/03/00	$1,700	$1,749	$1,965
301-B Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	N/A	N/A	N/A	$2,485
301-C Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	02/01/00	$1,785	$1,837	$1,965
301-D Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	04/01/00	$2,250	$2,315	$2,485
301-E Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	01/27/00	$1,785	$1,837	$1,965
301-F Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	03/18/00	$1,990	$2,048	$2,485
301-G Nimitz	flat	lower	1,392	1,222	3	2.0	$1,700	03/01/00	$1,785	$1,837	$1,965
301-H Nimitz	2-story	middle	1,456	1,171	3	2.0	$2,150	04/18/00	$2,250	$2,315	$2,485
302-A Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	01/29/00	$2,250	$2,315	$2,485
302-B Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	02/26/00	$2,250	$2,315	$2,485
302-C Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	N/A	N/A	N/A	$2,485
302-D Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	03/09/00	$2,250	$2,315	$2,485
302-E Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	N/A	N/A	N/A	$2,485
302-F Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	03/10/00	$2,250	$2,315	$2,485
302-G Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	02/19/00	$2,250	$2,315	$2,485
302-H Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	02/19/00	$2,250	$2,315	$2,485
303-A Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	02/15/00	$2,040	$2,099	$2,360
303-B Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	03/17/00	$2,140	$2,202	$2,360
303-C Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	02/26/00	$2,140	$2,202	$2,360
303-D Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	03/03/00	$2,140	$2,202	$2,360
303-E Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	02/26/00	$2,140	$2,202	$2,360
303-F Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	N/A	N/A	N/A	$2,360
303-G Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	03/30/00	$2,140	$2,202	$2,360
303-H Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,040	01/28/00	$2,040	$2,099	$2,360
304-A Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	02/01/00	$2,250	$2,315	$2,485
304-B Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	03/15/00	$2,150	$2,212	$2,485
304-C Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	01/29/00	$2,150	$2,212	$2,485
304-D Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	01/15/00	$2,150	$2,212	$2,485
304-E Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	N/A	N/A	N/A	$2,485
304-F Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	04/12/00	$2,360	$2,428	$2,485
304-G Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	03/04/00	$2,250	$2,315	$2,485
304-H Nimitz	2-story	lower	1,488	1,221	3	2.5	$2,150	N/A	N/A	N/A	$2,485
1102-A Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-B Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-C Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-D Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-E Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-F Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-G Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1102-H Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010

NOTES:

Column 8: Rents established in the John Stewart Company Sublease (Exhibit J) based on Bay Area Economics Market Study from 1998.
Column 11: Rents approved in June, 2000.
Column 12: Rents approved in June, 2000.

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT							CurrentRentforTenantsin Residence			
Location *(NewunitsinItalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Rent Established in March,1999	DateofMove-In	Approved Rent Charged	Year 2000 Rent for Current Tenants	Approved/ Requested Rent Schedule
1106-A Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1106-B Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1106-C Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1106-D Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1108-A Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	12/10/99	$1,740	$1,790	$2,010
1108-B Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	12/17/99	$1,740	$1,790	$2,010
1108-C Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	12/15/99	$1,740	$1,790	$2,010
1108-D Halyburton Ct	2-story	lower	1,280	1,070	3	1.5	$1,740	12/08/99	$1,740	$1,790	$2,010
1109-A Keppler Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	04/17/00	$2,005	$2,063	$2,300
1109-B Keppler Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	04/14/00	$2,005	$2,063	$2,300
1109-C Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1109-D Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1109-E Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1109-F Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1110-A Halyburton Ct	2-story	lower	1,248	1,024	3	1.5	$1,740	12/17/99	$1,740	$1,790	$2,010
1110-B Halyburton Ct	2-story	lower	1,248	1,024	3	1.5	$1,740	12/09/99	$1,740	$1,790	$2,010
1110-C Halyburton Ct	2-story	lower	1,248	1,024	3	1.5	$1,740	12/11/99	$1,740	$1,790	$2,010
1110-D Halyburton Ct	2-story	lower	1,248	1,024	3	1.5	$1,740	12/01/99	$1,740	$1,790	$2,010
1111-A Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/03/00	$1,825	$1,878	$2,010
1111-B Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/03/00	$1,825	$1,878	$2,010
1111-C Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/08/00	$1,825	$1,878	$2,010
1111-D Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/10/00	$1,825	$1,878	$2,010
1112-A Hutchins Court	2-story	lower	1,248	1,024	3	1.5	$1,740	12/15/99	$1,740	$1,790	$2,010
1112-B Hutchins Court	2-story	lower	1,248	1,024	3	1.5	$1,740	11/06/99	$1,740	$1,790	$2,010
1112-C Hutchins Court	2-story	lower	1,248	1,024	3	1.5	$1,740	12/11/99	$1,740	$1,790	$2,010
1112-D Hutchins Court	2-story	lower	1,248	1,024	3	1.5	$1,740	11/24/99	$1,740	$1,790	$2,010
1113-A Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/03/00	$1,825	$1,878	$2,010
1113-B Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/04/00	$1,825	$1,878	$2,010
1113-C Keppler Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	03/04/00	$2,090	$2,151	$2,300
1113-D Keppler Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	03/04/00	$2,090	$2,151	$2,300
1113-E Keppler Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	03/03/00	$2,090	$2,151	$2,300
1113-F Keppler Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	03/23/00	$2,090	$2,151	$2,300
1113-G Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/22/00	$1,825	$1,878	$2,010
1113-H Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/03/00	$1,825	$1,878	$2,010
1114-A Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	12/01/99	$1,740	$1,790	$2,010
1114-B Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/23/99	$1,740	$1,790	$2,010
1114-C Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	12/18/99	$1,740	$1,790	$2,010
1114-D Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	12/15/99	$1,740	$1,790	$2,010
1115-A Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/25/00	$1,825	$1,878	$2,010
1115-B Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/04/00	$1,825	$1,878	$2,010
1115-C Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/04/00	$1,825	$1,878	$2,010
1115-D Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/03/00	$1,825	$1,878	$2,010
1115-E Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/18/00	$1,825	$1,878	$2,010
1115-F Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/10/00	$1,825	$1,878	$2,010
1115-G Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/04/00	$1,825	$1,878	$2,010
1115-H Keppler Court	2-story	lower	1,280	1,070	3	1.5	$1,740	03/03/00	$1,825	$1,878	$2,010
1116-A Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	12/17/99	$1,740	$1,790	$2,010
1116-B Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/20/99	$1,740	$1,790	$2,010
1116-C Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/06/99	$1,740	$1,790	$2,010
1116-D Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/15/99	$1,740	$1,790	$2,010
1116-E Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/03/99	$1,740	$1,790	$2,010
1116-F Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/19/99	$1,740	$1,790	$2,010

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1118-A Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/12/99	$1,740	$1,790	$2,010
1118-B Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	12/15/99	$1,740	$1,790	$2,010
1118-C Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	12/27/99	$1,740	$1,790	$2,010
1118-D Hutchins Court	2-story	lower	1,280	1,070	3	1.5	$1,740	11/13/99	$1,740	$1,790	$2,010
1119-A Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1119-B Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1119-C Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1119-D Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1119-E Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1119-F Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1119-G Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1119-H Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1120-A Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/15/99	$1,725	$1,775	$1,995
1120-B Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/25/99	$1,725	$1,775	$1,995
1120-C Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	09/15/99	$1,725	$1,775	$1,995
1120-D Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/01/99	$1,725	$1,775	$1,995
1121-A Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,785	N/A	N/A	N/A	$2,065
1121-B Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,785	N/A	N/A	N/A	$2,065
1121-C Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,785	N/A	N/A	N/A	$2,065
1121-D Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,785	N/A	N/A	N/A	$2,065
1121-E Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,785	N/A	N/A	N/A	$2,065
1121-F Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,785	N/A	N/A	N/A	$2,065
1122-A Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/14/99	$1,725	$1,775	$1,995
1122-B Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/02/99	$1,725	$1,775	$1,995
1122-C Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	09/01/99	$1,725	$1,775	$1,995
1122-D Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/17/99	$1,725	$1,775	$1,995
1122-E Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/01/99	$1,725	$1,775	$1,995
1122-F Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/15/99	$1,725	$1,775	$1,995
1123-A Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$2,040	N/A	N/A	N/A	$2,360
1123-B Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$2,040	N/A	N/A	N/A	$2,360
1123-C Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$2,040	N/A	N/A	N/A	$2,360
1123-D Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$2,040	N/A	N/A	N/A	$2,360
1124-A Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/01/99	$1,725	$1,775	$1,995
1124-B Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/01/99	$1,725	$1,775	$1,995
1124-C Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/10/99	$1,725	$1,775	$1,995
1124-D Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	09/01/99	$1,725	$1,775	$1,995
1124-E Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	09/07/99	$1,725	$1,775	$1,995
1124-F Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,725	08/15/99	$1,725	$1,775	$1,995
1125-A Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1125-B Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1125-C Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1125-D Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1125-E Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1125-F Lester Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	N/A	N/A	N/A	$2,300
1125-G Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010
1125-H Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,740	N/A	N/A	N/A	$2,010

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT							CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Rent Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1126-A Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,740	08/13/99	$1,740	$1,790	$2,010
1126-B Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,740	08/01/99	$1,740	$1,790	$2,010
1126-C Reeves Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1126-D Reeves Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/01/99	$1,990	$2,048	$2,300
1126-E Reeves Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1126-F Reeves Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1126-G Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,740	08/09/99	$1,740	$1,790	$2,010
1126-H Reeves Court	2-story	lower	1,280	1,070	3	1.5	$1,740	08/01/99	$1,740	$1,790	$2,010
1127-A Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-B Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-C Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-D Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-E Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-F Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-G Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1127-H Lester Court	2-story	lower	1,280	1,070	3	1.5	$1,770	N/A	N/A	N/A	$2,045
1128-A Reeves Court	2-story	lower	1,248	1,024	3	1.5	$1,725	08/01/99	$1,725	$1,775	$1,995
1128-B Reeves Court	2-story	lower	1,248	1,024	3	1.5	$1,725	08/20/99	$1,725	$1,775	$1,995
1128-C Reeves Court	2-story	lower	1,248	1,024	3	1.5	$1,725	08/16/99	$1,725	$1,775	$1,995
1128-D Reeves Court	2-story	lower	1,248	1,024	3	1.5	$1,725	08/14/99	$1,725	$1,775	$1,995
1129-A Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1129-B Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1129-C Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1129-D Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1129-E Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	12/02/99	$1,770	$1,821	$2,300
1129-F Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/13/99	$1,770	$1,821	$2,300
1129-G Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1129-H Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1131-A Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1131-B Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1131-C Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/02/99	$1,770	$1,821	$2,045
1131-D Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1131-E Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1131-F Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1133-A Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,785	11/01/99	$1,785	$1,837	$2,065
1133-B Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1133-C Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1133-D Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/10/99	$1,990	$2,048	$2,300
1133-E Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	11/01/99	$1,990	$2,048	$2,300
1133-F Mason Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/12/99	$1,990	$2,048	$2,300
1133-G Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,785	10/09/99	$1,785	$1,837	$2,065
1133-H Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1135-A Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1135-B Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1135-C Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1135-D Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/18/99	$1,770	$1,821	$2,045
1135-E Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	11/01/99	$1,770	$1,821	$2,045
1135-F Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/23/99	$1,770	$1,821	$2,045
1135-G Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/15/99	$1,770	$1,821	$2,045
1135-H Mason Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/15/99	$1,770	$1,821	$2,045

Date:7/19/00

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(NewunitsinItalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1137-A Mason Court	2-story	lower	1,248	1,024	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1137-B Mason Court	2-story	lower	1,248	1,024	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1137-C Mason Court	2-story	lower	1,248	1,024	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1137-D Mason Court	2-story	lower	1,248	1,024	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1141-A Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/02/99	$1,770	$1,821	$2,045
1141-B Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/01/99	$1,770	$1,821	$2,045
1141-C Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/15/99	$1,770	$1,821	$2,045
1141-D Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1141-E Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/01/99	$1,770	$1,821	$2,045
1141-F Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/01/99	$1,770	$1,821	$2,045
1143-A Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1143-B Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/04/99	$1,785	$1,837	$2,065
1143-C Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/20/99	$1,785	$1,837	$2,065
1143-D Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1143-E Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1143-F Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1145-A Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	10/01/99	$1,785	$1,837	$2,300
1145-B Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/03/99	$1,785	$1,837	$2,300
1145-C Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/01/99	$1,990	$2,048	$2,300
1145-D Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/17/99	$1,990	$2,048	$2,300
1145-E Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	09/04/99	$1,990	$2,048	$2,065
1145-F Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,785	10/01/99	$1,990	$2,048	$2,065
1147-A Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/01/99	$1,770	$1,821	$2,045
1147-B Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/01/99	$1,770	$1,821	$2,045
1147-C Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/01/99	$1,990	$2,048	$2,300
1147-D Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/01/99	$1,990	$2,048	$2,300
1147-E Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	08/29/99	$1,990	$2,048	$2,300
1147-F Ozbourn Court	2-story	lower	1,475	1,208	4	1.5+0.5	$1,990	09/13/99	$1,990	$2,048	$2,300
1147-G Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/15/99	$1,770	$1,821	$2,045
1147-H Ozbourn Court	2-story	lower	1,280	1,070	3	1.5	$1,770	09/01/99	$1,770	$1,821	$2,045
1149-A Ozbourn Court	2-story	lower	1,248	1,024	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1149-B Ozbourn Court	2-story	lower	1,248	1,024	3	1.5	$1,770	09/23/99	$1,770	$1,821	$2,045
1149-C Ozbourn Court	2-story	lower	1,248	1,024	3	1.5	$1,770	09/15/99	$1,770	$1,821	$2,045
1149-D Ozbourn Court	2-story	lower	1,248	1,024	3	1.5	$1,770	10/01/99	$1,770	$1,821	$2,045
1201-A Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/16/99	$1,785	$1,837	$2,065
1201-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/15/99	$1,785	$1,837	$2,065
1201-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/15/99	$1,990	$2,048	$2,300
1201-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/15/99	$1,990	$2,048	$2,300
1201-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/15/99	$1,785	$1,837	$2,065
1201-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	12/30/99	$1,785	$1,837	$2,065
1202-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1202-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/15/99	$1,785	$1,837	$2,065
1202-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1202-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1202-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/19/99	$1,785	$1,837	$2,065
1202-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1203-A Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,550	11/15/99	$1,550	$1,595	$1,790
1203-B Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,550	11/01/99	$1,550	$1,595	$1,790
1203-C Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/22/99	$1,785	$1,837	$2,065
1203-D Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/29/99	$1,785	$1,837	$2,065

Date:7/19/00

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1204-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1204-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1204-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/10/99	$1,990	$2,048	$2,300
1204-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1204-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/17/99	$1,785	$1,837	$2,065
1204-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/27/99	$1,785	$1,837	$2,065
1205-A Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1205-B Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1205-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1205-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1205-E Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1205-F Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1207-A Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1207-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1207-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1207-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1207-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1207-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1208-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1208-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/10/99	$1,785	$1,837	$2,065
1208-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/06/99	$1,990	$2,048	$2,300
1208-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1208-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/15/99	$1,785	$1,837	$2,065
1208-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/31/99	$1,785	$1,837	$2,065
1209-A Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1209-B Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1209-C Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1209-D Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1209-E Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1209-F Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1209-G Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1209-H Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1210-A Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/13/99	$1,990	$2,048	$2,300
1210-B Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1210-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/31/99	$1,990	$2,048	$2,300
1210-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1211-A Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1211-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1211-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1211-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1211-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1211-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1212-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	11/01/99	$1,785	$1,837	$2,065
1212-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1212-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1212-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1212-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1212-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1213-A Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1213-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1213-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1213-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1213-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1213-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1214-A Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	01/29/00	$1,785	$1,837	$2,065
1214-B Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	07/15/99	$1,785	$1,837	$2,065
1214-C Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1214-D Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	07/22/99	$1,990	$2,048	$2,300
1214-E Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	06/30/99	$1,785	$1,837	$2,065
1214-F Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1215-A Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1215-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1215-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1215-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1215-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1215-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1216-A Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	12/01/99	$1,600	$1,646	$2,065
1216-B Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	12/04/99	$1,600	$1,646	$2,065
1216-C Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	12/15/99	$1,785	$1,837	$2,300
1216-D Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	11/27/99	$1,785	$1,837	$2,300
1216-E Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	12/04/99	$1,600	$1,646	$2,065
1216-F Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	12/10/99	$1,600	$1,646	$2,065
1217-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1217-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1217-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1217-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1217-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1217-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/04/99	$1,785	$1,837	$2,065
1218-A Gateview Ct	2-story	lower	1,246	946	2	1.5	$1,550	06/01/99	$1,785	$1,837	$1,790
1218-B Gateview Ct	2-story	lower	1,246	946	2	1.5	$1,550	06/01/99	$1,785	$1,837	$1,790
1218-C Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	06/01/99	$1,990	$2,048	$2,065
1218-D Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	06/01/99	$1,990	$2,048	$2,065
1218-E Gateview Ct	2-story	lower	1,246	946	2	1.5	$1,550	07/21/99	$1,785	$1,837	$1,790
1218-F Gateview Ct	2-story	lower	1,246	946	2	1.5	$1,550	06/01/99	$1,785	$1,837	$1,790
1218-G Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1218-H Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1219-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1219-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1219-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/31/99	$1,990	$2,048	$2,300
1219-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1219-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/13/99	$1,785	$1,837	$2,065
1219-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/19/99	$1,785	$1,837	$2,065
1221-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/01/99	$1,785	$1,837	$2,065
1221-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/09/99	$1,785	$1,837	$2,065
1221-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/31/99	$1,990	$2,048	$2,300
1221-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/02/99	$1,990	$2,048	$2,300
1221-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/03/99	$1,785	$1,837	$2,065
1221-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	06/30/99	$1,785	$1,837	$2,065

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT							CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Rent Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1222-A Bayside Drive					0		$0	N/A	N/A	N/A	$0
1222-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1222-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1222-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1222-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1222-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1223-A Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/30/99	$1,785	$1,837	$2,065
1223-B Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1223-C Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1223-D Mariner Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1223-E Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/26/99	$1,785	$1,837	$2,065
1223-F Mariner Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1224-A Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1224-B Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1224-C Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1224-D Bayside Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1224-E Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1224-F Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1225-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1225-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1225-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1225-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1225-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1225-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1226-A Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1226-B Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1226-C Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1226-D Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1226-E Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1226-F Bayside Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1226-G Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1226-H Bayside Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1227-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1227-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1227-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1227-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1227-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1227-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1228-A Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1228-B Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1228-C Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1228-D Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1228-E Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1228-F Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1229-A Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1229-B Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1229-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1229-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1229-E Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850
1229-F Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	N/A	N/A	N/A	$1,850

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established In March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1230-A Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1230-B Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1230-C Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1230-D Gateview Ct	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1230-E Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1230-F Gateview Ct	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1231-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1231-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1231-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1231-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1231-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1231-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1232-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1232-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1232-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1232-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1232-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1232-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1233-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1233-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1233-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1233-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1233-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1233-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	N/A	N/A	N/A	$2,140
1234-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1234-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1234-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1234-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1234-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1234-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1235-A Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	04/19/00	$1,680	$1,729	$1,850
1235-B Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	04/04/00	$1,680	$1,729	$1,850
1235-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	04/18/00	$2,245	$2,310	$2,360
1235-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1235-E Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	04/04/00	$1,680	$1,729	$1,850
1235-F Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,600	04/14/00	$1,710	$1,760	$1,850
1236-A Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1236-B Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1236-C Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1236-D Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1236-E Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1236-F Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	N/A	N/A	N/A	$1,790
1236-G Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1236-H Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1237-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	04/28/00	$1,950	$2,007	$2,140
1237-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	04/15/00	$2,045	$2,104	$2,140
1237-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1237-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$2,040	04/18/00	$2,245	$2,310	$2,360
1237-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	04/14/00	$2,045	$2,104	$2,140
1237-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,850	04/11/00	$1,950	$2,007	$2,140

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1238-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1238-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/28/99	$1,785	$1,837	$2,065
1238-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/30/99	$1,990	$2,048	$2,300
1238-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1238-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1238-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1239-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1239-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1239-C Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	09/01/99	$1,550	$1,595	$1,790
1239-D Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	09/01/99	$1,550	$1,595	$1,790
1239-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1239-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1239-G Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	09/01/99	$1,550	$1,595	$1,790
1239-H Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	09/01/99	$1,550	$1,595	$1,790
1240-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1240-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/12/99	$1,785	$1,837	$2,065
1240-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1240-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/07/99	$1,990	$2,048	$2,300
1240-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1240-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1241-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1241-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1241-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	09/01/99	$1,990	$2,048	$2,300
1241-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	09/01/99	$1,990	$2,048	$2,300
1241-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1241-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	09/01/99	$1,785	$1,837	$2,065
1242-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1242-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1242-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1242-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	10/01/99	$1,990	$2,048	$2,300
1242-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1242-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	10/01/99	$1,785	$1,837	$2,065
1243-A Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	07/01/99	$1,550	$1,595	$1,790
1243-B Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	07/01/99	$1,550	$1,595	$1,790
1243-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1243-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/09/99	$1,990	$2,048	$2,300
1243-E Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	08/26/99	$1,550	$1,595	$1,790
1243-F Northpoint Drive	2-story	lower	1,246	946	2	1.5	$1,550	07/01/99	$1,550	$1,595	$1,790
1245-A Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/18/99	$1,785	$1,837	$2,065
1245-B Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1245-C Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1245-D Northpoint Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	08/01/99	$1,990	$2,048	$2,300
1245-E Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	08/23/99	$1,785	$1,837	$2,065
1245-F Northpoint Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/15/99	$1,785	$1,837	$2,065
1247-A Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1247-B Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/22/99	$1,785	$1,837	$2,065
1247-C Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	06/12/99	$1,990	$2,048	$2,300
1247-D Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	06/01/99	$1,990	$2,048	$2,300
1247-E Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065
1247-F Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/01/99	$1,785	$1,837	$2,065

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT							CurrentRentforTenantsin Residence		Year 2000 Rent for Current Tenants	Approved/ Requested Rent Schedule
Location *(NewunitsinItalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Rent Established in March,1999	DateofMove-In	Approved Rent Charged		
1249-A Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	06/12/99	$1,785	$1,837	$2,065
1249-B Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	07/15/99	$1,785	$1,837	$2,065
1249-C Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	07/01/99	$1,990	$2,048	$2,300
1249-D Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	06/30/99	$1,990	$2,048	$2,300
1249-E Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	06/26/99	$1,785	$1,837	$2,065
1249-F Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	06/19/99	$1,785	$1,837	$2,065
1250-A Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1250-B Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	04/05/00	$1,785	$1,837	$2,065
1250-C Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	11/20/99	$1,990	$2,048	$2,300
1250-D Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	12/20/99	$1,990	$2,048	$2,300
1250-E Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	12/15/99	$1,785	$1,837	$2,065
1250-F Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	04/05/00	$1,875	$1,929	$2,065
1253-A Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	04/04/00	$1,875	$1,929	$2,065
1253-B Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1253-C Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1253-D Exposition Drive	2-story	lower	1,547	1,250	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1253-E Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1253-F Exposition Drive	2-story	lower	1,354	1,080	3	2.5	$1,785	N/A	N/A	N/A	$2,065
1301-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	N/A	N/A	N/A	$2,430
1301-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	N/A	N/A	N/A	$2,430
1301-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	04/01/00	$2,205	$2,269	$2,430
1301-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	04/01/00	$2,205	$2,269	$2,430
1302-A Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	03/03/00	$2,205	$2,269	$2,300
1302-B Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	03/04/00	$2,205	$2,269	$2,300
1302-C Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	03/04/00	$2,205	$2,269	$2,300
1302-D Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1302-E Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	03/04/00	$2,205	$2,269	$2,300
1302-F Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	03/03/00	$2,205	$2,269	$2,300
1303-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	01/15/00	$2,100	$2,161	$2,430
1303-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	02/01/00	$2,100	$2,161	$2,430
1303-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	02/26/00	$2,100	$2,161	$2,430
1303-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	01/03/00	$2,100	$2,161	$2,430
1303-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	01/13/00	$2,100	$2,161	$2,430
1303-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	01/05/00	$2,100	$2,161	$2,430
1304-A Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	04/05/00	$2,205	$2,269	$2,300
1304-B Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1304-C Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	04/17/00	$2,315	$2,382	$2,430
1304-D Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1304-E Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1304-F Avenue B	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1305-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	02/01/00	$1,725	$1,775	$2,430
1305-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	02/05/00	$2,100	$2,161	$2,430
1305-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	02/03/00	$2,100	$2,161	$2,430
1305-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,100	01/21/00	$2,100	$2,161	$2,430
1306-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1306-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1306-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1306-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1306-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430
1306-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,430

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1307-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,450
1307-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,450
1307-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,450
1307-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,450
1307-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,450
1307-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,450
1308-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	03/17/00	$2,090	$2,151	$2,300
1308-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/09/00	$2,090	$2,151	$2,300
1308-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	04/01/00	$2,090	$2,151	$2,300
1308-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/28/00	$2,090	$2,151	$2,300
1308-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/04/00	$2,090	$2,151	$2,300
1308-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/03/00	$2,090	$2,151	$2,300
1309-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1309-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1309-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1309-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1309-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1309-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1310-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	03/01/00	$2,090	$2,151	$2,300
1310-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/25/00	$2,090	$2,151	$2,300
1310-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/22/00	$2,090	$2,151	$2,300
1310-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/26/00	$2,090	$2,151	$2,300
1310-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/03/00	$2,090	$2,151	$2,300
1310-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/05/00	$2,090	$2,151	$2,300
1311-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1311-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1311-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1311-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1311-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1311-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,570
1312-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/03/00	$2,090	$2,151	$2,300
1312-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	03/01/00	$2,090	$2,151	$2,300
1312-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/18/00	$2,090	$2,151	$2,300
1312-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/05/00	$2,090	$2,151	$2,300
1312-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	02/03/00	$2,090	$2,151	$2,300
1312-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	03/01/00	$2,090	$2,151	$2,300
1313-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1313-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1313-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1313-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1313-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1313-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,300
1314-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1314-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1314-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1314-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1315-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1315-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1315-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1315-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1315-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1315-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT							CurrentRentforTenantsin Residence		Year 2000	Approved/
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Rent Established in March,1999	DateofMove-In	Approved Rent Charged	Rent for Current Tenants	Requested Rent Schedule
1316-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1316-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1316-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1316-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1316-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1316-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1317-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1317-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1317-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1317-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1317-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1317-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1318-A Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1318-B Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1318-C Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	04/04/00	$2,090	$2,151	$2,305
1318-D Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1318-E Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1318-F Gateview Ave	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1319-A Westside Drive	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1319-B Westside Drive	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1319-C Westside Drive	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1319-D Westside Drive	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1319-E Westside Drive	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1319-F Westside Drive	2-story	lower	1,740	1,360	4	2.5	$1,990	N/A	N/A	N/A	$2,305
1321-A Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1321-B Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1321-C Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1321-D Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1321-E Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1321-F Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1323-A Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1323-B Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1323-C Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1323-D Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1323-E Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1323-F Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1325-A Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1325-B Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1325-C Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1325-D Westside Drive	2-story	lower	1,740	1,360	4	2.5	$2,040	N/A	N/A	N/A	$2,360
1400-A Sturgeon Street	flat	lower	1,105	975	2	1.0	$1,515	02/16/00	$1,630	$1,677	$1,750
1400-B Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	02/01/00	$1,650	$1,698	$1,815
1400-C Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	02/01/00	$1,650	$1,698	$1,815
1400-D Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	02/01/00	$1,650	$1,698	$1,815
1400-E Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	02/03/00	$1,650	$1,698	$1,815
1400-F Sturgeon Street	flat	lower	1,105	975	2	1.0	$1,515	02/11/00	$1,630	$1,677	$1,750
1402-A Sturgeon Street	flat	lower	1,105	975	2	1.0	$1,515	03/03/00	$1,630	$1,677	$1,750
1402-B Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	03/24/00	$1,650	$1,698	$1,815
1402-C Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	02/05/00	$1,650	$1,698	$1,815
1402-D Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	N/A	N/A	N/A	$1,815
1402-E Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	02/05/00	$1,650	$1,698	$1,815
1402-F Sturgeon Street	flat	lower	1,105	975	2	1.0	$1,515	02/19/00	$1,630	$1,677	$1,750

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established In March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1404-A Sturgeon Street	flat	lower	1,105	975	2	1.0	$1,515	02/04/00	$1,630	$1,677	$1,750
1404-B Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	01/08/00	$1,650	$1,698	$1,815
1404-C Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	01/15/00	$1,570	$1,616	$1,815
1404-D Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	01/21/00	$1,570	$1,616	$1,815
1404-E Sturgeon Street	flat	upper	1,110	990	2	1.0	$1,570	01/21/00	$1,650	$1,698	$1,815
1404-F Sturgeon Street	flat	lower	1,105	975	2	1.0	$1,515	01/21/00	$1,550	$1,595	$1,750
1418-A Striped Bass St	flat	lower	1,105	975	2	1.0	$1,515	11/01/99	$1,515	$1,559	$1,750
1418-B Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/01/99	$1,570	$1,616	$1,815
1418-C Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/01/99	$1,570	$1,616	$1,815
1418-D Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	01/01/00	$1,570	$1,616	$1,815
1418-E Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/15/99	$1,570	$1,616	$1,815
1418-F Striped Bass St	flat	lower	1,105	975	2	1.0	$1,515	12/21/99	$1,550	$1,595	$1,750
1420-A Striped Bass St	flat	lower	1,105	975	2	1.0	$1,515	01/22/00	$1,550	$1,595	$1,750
1420-B Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/01/99	$1,570	$1,616	$1,815
1420-C Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/15/99	$1,570	$1,616	$1,815
1420-D Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/01/99	$1,570	$1,616	$1,815
1420-E Striped Bass St	flat	upper	1,110	990	2	1.0	$1,570	11/01/99	$1,570	$1,616	$1,815
1420-F Striped Bass St	flat	lower	1,105	975	2	1.0	$1,515	11/02/99	$1,550	$1,595	$1,750
1430-A Halibut Court	flat	lower	1,105	975	2	1.0	$1,515	N/A	N/A	N/A	$1,750
1430-B Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	02/18/00	$1,650	$1,698	$1,815
1430-C Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	04/14/00	$1,730	$1,780	$1,815
1430-D Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	03/15/00	$1,650	$1,698	$1,815
1430-E Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	02/18/00	$1,570	$1,616	$1,815
1430-F Halibut Court	flat	lower	1,105	975	2	1.0	$1,515	N/A	N/A	N/A	$1,750
1431-A Halibut Court	flat	lower	1,105	975	2	1.0	$1,515	N/A	N/A	N/A	$1,795
1431-B Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	03/10/00	$1,570	$1,616	$1,815
1431-C Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	01/25/00	$1,570	$1,616	$1,815
1431-D Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	01/24/00	$1,570	$1,616	$1,815
1431-E Halibut Court	flat	upper	1,110	990	2	1.0	$1,570	01/23/00	$1,570	$1,616	$1,815
1431-F Halibut Court	flat	lower	1,105	975	2	1.0	$1,515	N/A	N/A	N/A	$1,795
1436-A Chinook Court	flat	lower	1,105	975	2	1.0	$1,550	N/A	N/A	N/A	$1,795
1436-B Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	01/28/00	$1,570	$1,616	$1,840
1436-C Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	01/28/00	$1,570	$1,616	$1,840
1436-D Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	01/28/00	$1,570	$1,616	$1,840
1436-E Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	01/25/00	$1,570	$1,616	$1,840
1436-F Chinook Court	flat	lower	1,105	975	2	1.0	$1,550	N/A	N/A	N/A	$1,795
1437-A Chinook Court	flat	lower	1,105	975	2	1.0	$1,550	12/04/99	$1,550	$1,595	$1,795
1437-B Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	12/03/99	$1,590	$1,636	$1,840
1437-C Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	12/15/99	$1,590	$1,636	$1,840
1437-D Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	12/03/99	$1,590	$1,636	$1,840
1437-E Chinook Court	flat	upper	1,110	990	2	1.0	$1,590	12/04/99	$1,590	$1,636	$1,840
1437-F Chinook Court	flat	lower	1,105	975	2	1.0	$1,550	12/07/99	$1,550	$1,595	$1,795
1438-A Chinook Court	flat	lower	1,105	975	2	1.0	$1,515	12/11/99	$1,550	$1,595	$1,750
1438-B Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/03/99	$1,570	$1,616	$1,815
1438-C Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/18/99	$1,570	$1,616	$1,815
1438-D Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/03/99	$1,570	$1,616	$1,815
1438-E Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/17/99	$1,570	$1,616	$1,815
1438-F Chinook Court	flat	lower	1,105	975	2	1.0	$1,515	12/20/99	$1,550	$1,595	$1,750

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT							CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(NewunitsinItalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Rent Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
1439-A Chinook Court	flat	lower	1,105	975	2	1.0	$1,515	12/06/99	$1,550	$1,595	$1,750
1439-B Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/04/99	$1,570	$1,616	$1,815
1439-C Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/27/99	$1,570	$1,616	$1,815
1439-D Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	12/10/99	$1,570	$1,616	$1,815
1439-E Chinook Court	flat	upper	1,110	990	2	1.0	$1,570	01/03/00	$1,570	$1,616	$1,815
1439-F Chinook Court	flat	lower	1,105	975	2	1.0	$1,515	01/03/00	$1,550	$1,595	$1,750
1444-A Croaker Court	flat	lower	1,105	975	2	1.0	$1,550	12/04/99	$1,550	$1,595	$1,790
1444-B Croaker Court	flat	upper	1,110	990	2	1.0	$1,590	N/A	N/A	N/A	$1,840
1444-C Croaker Court	flat	upper	1,110	990	2	1.0	$1,590	12/27/99	$1,590	$1,636	$1,840
1444-D Croaker Court	flat	upper	1,110	990	2	1.0	$1,590	12/20/99	$1,590	$1,636	$1,840
1444-E Croaker Court	flat	upper	1,110	990	2	1.0	$1,590	12/16/99	$1,590	$1,636	$1,840
1444-F Croaker Court	flat	lower	1,105	975	2	1.0	$1,550	12/11/99	$1,550	$1,595	$1,790
1449-A Croaker Court	flat	lower	1,105	975	2	1.0	$1,515	12/04/99	$1,550	$1,595	$1,750
1449-B Croaker Court	flat	upper	1,110	990	2	1.0	$1,570	12/04/99	$1,570	$1,616	$1,815
1449-C Croaker Court	flat	upper	1,110	990	2	1.0	$1,570	02/12/00	$1,570	$1,616	$1,815
1449-D Croaker Court	flat	upper	1,110	990	2	1.0	$1,570	12/03/99	$1,570	$1,616	$1,815
1449-E Croaker Court	flat	upper	1,110	990	2	1.0	$1,570	12/03/99	$1,570	$1,616	$1,815
1449-F Croaker Court	flat	lower	1,105	975	2	1.0	$1,515	12/17/99	$1,550	$1,595	$1,750

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
NEWUNITSONYERBABUENAISLAND											
60-AForestRoad	flat	upper		760	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
60-BForestRoad	flat	upper		1,400	3	2.0	N/A	N/A	N/A	N/A	$2,100-$2,400
66-AYerbaBuenaDrive	flat	ground		688	2	1.0	N/A	N/A	N/A	N/A	$2,100-$2,350
66-BYerbaBuenaDrive	flat	ground		760	2	1.0	N/A	N/A	N/A	N/A	$2,100-$2,350
66-CYerbaBuenaDrive	flat	ground		866	2	1.0	N/A	N/A	N/A	N/A	$2,100-$2,350
66-DYerbaBuenaDrive	flat	ground		866	2	1.0	N/A	N/A	N/A	N/A	$2,100-$2,350
66-EYerbaBuenaDrive	flat	ground		760	2	1.0	N/A	N/A	N/A	N/A	$2,100-$2,350
66-FYerbaBuenaDrive	flat	ground		688	2	1.0	N/A	N/A	N/A	N/A	$2,100-$2,350
105-AForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
105-BForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
106-AForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
106-BForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
109-AForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
109-BForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
111-AForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
111-BForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
113-AForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
113-BForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
115-AForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
115-BForestRoad	flat	ground		913	2	1.0	N/A	N/A	N/A	N/A	$1,900-$2,000
240-AMacallaRoad	flat	ground		1,550	3	1.0	N/A	N/A	N/A	N/A	$2,050-$2,400
240-BMacallaRoad	flat	ground		1,650	3	2.0	N/A	N/A	N/A	N/A	$2,050-$2,400
240-CMacallaRoad	flat	ground		1,300	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-DMacallaRoad	flat	ground		1,200	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-EMacallaRoad	flat	ground		1,200	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-FMacallaRoad	flat	ground		1,750	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-GMacallaRoad	flat	ground		1,750	3	2.0	N/A	N/A	N/A	N/A	$2,050-$2,400
240-HMacallaRoad	flat	ground		1,650	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-JMacallaRoad	flat	ground		1,500	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-KMacallaRoad	flat	ground		1,400	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-LMacallaRoad	flat	lower		1,300	2	1.0	N/A	N/A	N/A	N/A	$1,600-$1,750
240-MMacallaRoad	flat	lower		1,750	2	2.0	N/A	N/A	N/A	N/A	$1,600-$1,750
324-AYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,700-$2,800
324-BYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,700-$2,800
324-CYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,700-$2,800
324-DYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,700-$2,800
325-AYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,700-$2,800
325-BYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,700-$2,800
325-CYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,700-$2,800
325-DYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,700-$2,800

CurrentApprovedandProposedRentSchedule(forTradeUnits)
TreasureIslandProject,JohnStewartCompanySubleaseHousingInventory

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12
	DWELLINGUNIT						Rent	CurrentRentforTenantsin Residence		Year 2000 Rent	Approved/ Requested
Location *(Newunitsinitalics)*	UnitType	EntryLevel	grosssqft	NetSq.Ft.	Bedrooms	Baths	Established in March,1999	DateofMove-In	Approved Rent Charged	for Current Tenants	Rent Schedule
326-AYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,700-$2,800
326-BYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,700-$2,800
327-AYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,700-$2,800
327-BYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,700-$2,800
328-AYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,500-$2,700
328-BYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,500-$2,700
328-CYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,500-$2,700
328-DYerbaBuenaDrive	2-story	ground		1,458	3	1.5+.5	N/A	N/A	N/A	N/A	$2,500-$2,700
329-AYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$3,000-$3,200
329-BYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$3,000-$3,200
331-AYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,800-$2,900
331-BYerbaBuenaDrive	2-story	ground		1,387	4	2.5	N/A	N/A	N/A	N/A	$2,800-$2,900
1222Bayside	lower	ground		1,080	3	2.5	N/A	N/A	N/A	N/A	$1,785-$2,065

[Sublease of 96 Housing Units on Treasure Island to TIHDI Member Organizations]

APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO TWO NEW SUBLEASES AND AN AMENDMENT TO AN EXISTING SUBLEASE WITH TIHDI MEMBER ORGANIZATIONS FOR THE USE OF AN ADDITIONAL 96 HOUSING UNITS ON TREASURE ISLAND.

WHEREAS, On May 2, 1997, the Board of Supervisors (the "Board") passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997(the "Act"), the California legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of Supervisors and approved by the United States Department of Housing and Urban Development (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement"); and,

WHEREAS, Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease certain housing units on the Base, as more particularly described in the TIHDI Agreement (together, the "TIHDI Units"); and,

WHEREAS, To provide supportive housing for formerly homeless families, Community Housing Partnership ("CHP"), Rubicon Programs and Walden House, member organizations of TIHDI, and the Authority have negotiated, respectively, the terms of a new sublease for 32 Units for CHP, a new sublease for 52 units for Rubicon and an amendment to an existing sublease with Walden House adding an additional 12 units, copies of which are attached hereto as Exhibits A-1-A-3 respectively (together the "TIHDI Subleases"); and,

WHEREAS, each of the proposed TIHDI Subleases is for a term of up to 15 years, but as provided under the TIHDI Agreement, the subleases can be "bought out" from available developer proceeds if the premises are needed for long-term development for the sum of approximately $50,000 per unit, plus certain un-amortized costs; and,

WHEREAS, No rent is due under any of the proposed TIHDI subleases, but each subtenant is responsible for paying 100% of the operating costs of their premises, including, (i) the costs of code and seismic upgrades and complying with all applicable laws, including disabilities access laws, (ii) utilities fees, (iii) taxes, (iv) insurance, (v) Navy CAM Charges, and (vi) other costs of operating, maintaining and repairing the leased premises; and,

WHEREAS, Pursuant to the TIHDI Agreement, each subtenant under a TIHDI Sublease must demonstrate to the Authority's reasonable satisfaction that it has in place the means to provide all necessary social services, transportation, goods and other ancillary services necessary to meet the needs of its resident occupants (the "Service Plans"); and,

WHEREAS, The Service Plans for CHP, Rubicon Programs and Walden House are attached to the TIHDI Sublease filed herewith; and,

WHEREAS, For the purpose of these TIHDI Subleases and other subleases with TIHDI member organizations, the Authority and the United States Navy entered into a master TIHDI housing lease in July of 1999 (the "TIHDI Master Lease"); and,

WHEREAS, On November 3, 1997, the Planning Department issued a Categorical Exemption under Guidelines sections 15301, 15303 and 15304(e) and a General Rule Exclusion under Guidelines section 15061(b)(3) for the interim reuse of all facilities on Treasure Island, including but not limited to housing units, on the basis that interim uses that are consistent with the intensity and use of said facilities as documented in the 1995 Existing Conditions Report would not nor could not have a reasonable probability to cause or contribute to a significant effect on the environment; and,

WHEREAS, Both categorical exemptions and the 1995 Existing Conditions Report are on file with the Secretary of the Authority; Now, therefore, be it

RESOLVED, That the Authority hereby approves and authorizes the Executive Director to enter in the TIHDI Subleases and any amendments to the TIHDI Master Housing lease with the United States Navy necessary to effectuate the TIHDI Subleases; and, be it

FURTHER RESOLVED, That the Authority authorizes the Executive Director to enter into modifications to the TIHDI Subleases (including, without limitation, the attachment or modification of exhibits) that are in the best interests of the Authority and the City, do not materially change the terms of the TIHDI Subleases, and are necessary and advisable to effectuate the purpose and intent of this resolution.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on August 26, 2000.

_____

John Elberling

SUBLEASE

Between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

As Sublandlord

And

COMMUNITY HOUSING PARTNERSHIP
A member organization of the
Treasure Island Homeless Development Initiative
As Subtenant

For the Sublease of

32 Housing Units and related premises located on

Former Naval Station Treasure Island
San Francisco, California

Table of Contents

Section | Page

LIST OF EXHIBITS:

SUBLEASE

THIS SUBLEASE (this "Sublease"), dated as of August 15, 2000, is by and between the Treasure Island Development Authority ("Sublandlord"), and Community Housing Partnership, a 501(c)(3) California non-profit corporation ("Subtenant").

This Sublease is made with reference to the following facts and circumstances:

A. Former Naval Station Treasure Island (the "Base" or "Property") was previously selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510 and its subsequent amendments, and is currently owned by the United States of America, acting by and through the Department of Navy ("Master Landlord").

B. In 1994, a Citizen's Reuse Committee, representing a broad spectrum of community interests, was formed to review reuse planning efforts regarding the Base and to make recommendations to the City of San Francisco's ("City's") Planning Commission and Board of Supervisors, and in July 1996, after an extensive community planning effort, a Draft Reuse Plan for Base was unanimously endorsed by the City's Mayor, Board of Supervisors, Planning Commission and the Citizens Reuse Committee.

C. The Draft Reuse Plan was forwarded to the Department of Defense in July 1996 to serve as the guiding document for the Navy and the City in their preparation of a joint Environmental Impact Statement/Environmental Impact Report for redevelopment of the Base.

D. On May 2, 1997, the Board of Supervisors of the City and County of San Francisco passed Resolution No. 244-97-003, authorizing the Mayor's Treasure Island Project Office (the "Project Office") to establish the Sublandlord as a nonprofit public benefit corporation for the purpose of overseeing and implementing the redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the Sublandlord.

E. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Sublandlord as a redevelopment agency under California redevelopment law with authority over the Base, and, (ii) with respect to those portions of the Base which are former tide or submerged lands, vested in the Sublandlord the authority to administer the public trust for commerce, navigation and fisheries as to such property.

F. Under the Act and the Sublandlord's Articles of Incorporation and Bylaws, the Sublandlord has the power and authority, subject to applicable laws, to sell, sublease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the real property located on the Base.

G. Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of Supervisors and approved by the United States Department of

Housing and Urban Development (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement").

H. Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease up to 90 of the housing units on Yerba Buena Island (41 of which are to remain available to the Sublandlord for up to five years) and up to 285 housing units on Treasure Island for homeless San Franciscans, as more particularly described in the TIHDI Agreement (together, the "TIHDI Units") .

I. Pursuant to a separate agreement between TIHDI and the Sublandlord, dated March 1, 1999, as amended (the "Sharing Agreement"), Sublandlord will utilize in connection with its sublease to the John Stewart Company certain TIHDI Units.

J. Subtenant is a member organization of TIHDI and has prepared a plan for the provision of supportive housing for homeless families (the "Plan"), a copy of which Plan is attached hereto as Exhibit A and has been approved by the Sublandlord.

K. For the purpose of this Sublease and other subleases with TIHDI member organizations, Master Landlord and Sublandlord entered into a lease dated September 1, 1999, as amended (the "Master Lease"), a copy of which is attached hereto as Exhibit B. Under the Master Lease, Master Landlord leased to Sublandlord, among other things, certain units of unoccupied housing on the Base, as well as certain related facilities and common areas, for the purpose of subleasing those units to TIHDI member organizations.

L. The Plan requires the use of approximately 32 housing units and certain related facilities on the Base, all as more particularly shown on Exhibit C attached hereto (together, the "Premises")

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Sublandlord and Subtenant hereby agree as follows:

1. PREMISES

1.1. Subleased Premises. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises, including the improvements thereon.

1.2. As Is Condition of Premises.

1.2.1. Inspection of Premises. Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them, ("Subtenant's Agents") of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report and the Structural Report referenced in Section

1.2.2 below and the Joint Inspection Report referenced in Section [6] of the Master Lease.

1.2.2. As Is; Disclaimer of Representations. Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises ("Laws") governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below) (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and/or otherwise permitted under this Sublease, (v) the safety of the Premises, whether for the use of Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants, including any residents or service providers under the Plan ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

1.2.3. Seismic Report. Without limiting Section 1.2.2 above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,*" prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco, (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit D-1. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on the Property and affecting the Premises and points out that in the area of the Property where many portions of the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event,

there is a significant risk that structures or improvements located on or about the Premises may fail structurally and collapse.

1.2.4. Structural report. Without limiting Section 1.2.2 above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain *Treasure Island Study, Seismic Evaluation of the 1440 Series Housing* prepared by SOH and Associates, dated May 22, 1996, a copy of the cover page of which is attached hereto as Exhibit D-2 (the "Structural Report"). The Structural Report, among other matters, notes that the housing units located in the 1400 Series housing do not currently meet the Federal government's FEMA-178 seismic life-safety standards and that such housing units may not provide life-safety for occupants in the event of an earthquake unless certain seismic upgrades are completed. As provided in Sections 6.1 and 9.1 below, the completion of improvements necessary to bring the Premises into compliance with the FEMA-178 seismic life-safety standards is a condition precedent to this Sublease.

2. COMPLIANCE WITH MASTER LEASE

2.1. Incorporation by Reference. All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein

2.2. Compliance with Master Lease. Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any work, services, repairs, repainting, restoration, the provision of utilities, ventilation or air-conditioning services, or the performance of any of Sublandlord's or Master Landlord's obligations under the Master Lease.

2.3. Automatic Termination. If the Master Lease terminates for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

3. TERM

3.1. Term of Sublease. The Premises are subleased for a term (the "Initial Term") of fifteen (15) years commencing on August 15, 2000 (the "Commencement Date") and expiring on August 15, 2015 (the "Expiration Date"), unless sooner terminated or extended pursuant to the terms of this Sublease.

3.2. Effective Date. This Sublease shall become effective on the date (the "Effective Date") upon which (i) the Parties hereto have duly executed and

delivered this Sublease and (ii) Sublandlord's Board of Directors and the City's Board of Supervisors have approved this Sublease.

3.3. Buy-Out Clause. In the event Sublandlord enters into an agreement with a private-sector or non-profit entity other than TIHDI or a TIHDI member organization (a "Developer") to develop all or part of the Premises (the "Reverter Premises"), this Sublease shall terminate and Subtenant shall vacate the Reverter Premises on the following conditions:

3.3.1. Subtenant shall vacate and surrender the Reverter Premises in accordance with the provisions of Section 17 of this Sublease within 180 days of Subtenant's receipt of written notice thereof from Sublandlord.

3.3.2. Prior to the expiration of such notice period, Sublandlord shall pay to Subtenant out of all proceeds received from such Developer for the Reverter Premises the Replacement Set-Aside described in the TIHDI Agreement or, in lieu of such Replacement Set-Aside, Sublandlord may elect to provide Subtenant with an equal number of comparably clustered replacement units elsewhere on the Base of comparable size and condition as contained in the Reverter Premises.

4. TRIPLE NET LEASE

4.1. Subtenant's Responsibility to pay Expenses. This is a "triple net" Sublease. Accordingly, Subtenant shall be responsible for any and all charges, costs and expenses related to its use, occupancy, operation or enjoyment of the Premises or any Alterations permitted thereon, including, without limitation, the costs described in this Section 4 ("Expenses") and any late charges, interest or penalties due and owing as a result of Subtenant's failure to pay such Expenses when due.

4.2. Taxes and Assessments, Licenses, Permit Fees and Liens.

4.2.1. Payment Responsibility. Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.

4.2.2. Taxability of Possessory Interest. Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

4.2.3. No Liens. Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon

any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

4.2.4. Reporting Information. Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

4.2.5. Evidence of Payment. Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

4.3. Utilities. Sublandlord shall provide to the Premises and Subtenant shall pay for the basic building utilities and services described in the attached Exhibit E. (the "Standard Utilities and Services"). Subtenant shall pay all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E. Subtenant shall further be responsible for paying all costs of maintaining and repairing such utilities as set forth in Exhibit E. Subtenant shall be responsible for furnishing, at its sole costs, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises.

4.4. Navy Cam Charges. Subtenant shall pay all amounts due and owing to the Master Landlord under the Master Lease, including any Common Area Maintenance Charges due thereunder ("Navy CAM Charges"). The current Navy CAM Charges for the Premises will be $_____ per month upon occupancy by Subtenant, as provided under the Master Lease.

5. USE; COVENANTS TO PROTECT PREMISES

5.1. Subtenant's Permitted Use. Subtenant may use the Premises for the purposes of the Plan described on Exhibit A attached hereto and in a manner consistent with the TIHDI Service Plan approved by Sublandlord's Board of Directors, and for no other purpose.

5.2. Subtenant's Access to the Premises. As provided in Section [30] of the Master Lease, Subtenant will have access to the Premises on a 24-hour, seven-days-a-week basis, provided however that Subtenant shall coordinate such access with the local representative of Master Landlord.

5.3. Rules and Regulations. Subtenant agrees to adhere to all rules and regulations regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time and which are provided to Subtenant in advance of the enforcement thereof.

5.4. Easements. This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"), provided that, as provided in Section [29] of the Master Lease,

Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

5.5. No Interference with Navy Operations. Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over the Subtenant's use of the Premises in the event of any conflict, provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operations hereunder.

5.6. No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any unlawful offensive, noisy or hazardous use or any waste on or about the Premises ("Nuisances or Hazards"). Subtenant shall eliminate any Nuisances or Hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property, except as specifically provided in the Plan.

6. ALTERATIONS

6.1. Required Alterations. Prior to occupancy under this Sublease and as a material condition hereof, Subtenant shall make and complete the improvements to the Premises described on Exhibit F hereto (the "Required Alterations").

6.2. Other Alterations. Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions in, to or about the Premises that would require the issuance of a building permit under applicable Laws ("Alterations"), other than the Required Alterations, without Sublandlord's prior written consent in each instance, which consent may be given or withheld in Sublandlord's sole and absolute discretion. Any Alterations, including the Required Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion

thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material changes from the plans and specifications approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of such construction at all times during normal business hours.

6.3. Ownership of Alterations. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 6 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations, other than the Required Alterations, from the Premises in accordance with the provisions of Section 17 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of this Section 6, requires as a condition to approval of any such Alterations that the Alterations remain on the Premises following the expiration or termination of this Sublease or unless Sublandlord as a condition of such approval reserves the right to elect by notice to Subtenant not less than sixty (60) days prior to the end of the Term to have such Alterations remain on the Premises.

6.4. Subtenant's Personal Property. All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and may be removed by it subject to the provisions of Section 17 hereof.

7. REPAIRS AND MAINTENANCE

7.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.

7.2. Other maintenance Services. Without limiting any of its other obligations hereunder, Subtenant shall provide and perform, or cause to be provided and performed, at its sole cost, (i) reasonable janitorial services for the exterior and interior positions of the Premises, (ii) pest control services required within the Premises, keeping the Premises free of all pests at all times and (iii) the removal of trash and debris from the Premises on a regular basis.

7.3. No Right to Repair and Deduct. Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder.

8. MECHANICS LIENS

8.1. Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within thirty (30) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days'

prior written notice of the commencement of any repair or construction on any of the Premises.

9. COMPLIANCE WITH LAWS

9.1. Compliance with Laws. Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary, related to Subtenant's use of the Premises. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below). No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation

9.2. Certificates of Occupancy. Without limiting the generality of Section 9.1 above, Subtenant shall, at its sole cost, obtain all required certificates of occupancy from the City's Department of Building Inspection necessary to comply with applicable Laws, including certification that the Premises satisfy the FEMA-178 seismic life-safety standard, prior to use and occupancy of the Premises.

9.3. Regulatory Approvals.

9.3.1. Responsible Party. Subtenant understands and agrees that Subtenant's use of the Premises and construction of Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ('Indemnify") the Sublandlord, including, but not limited to, its officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties") against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments

and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

9.4. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

10. ENCUMBRANCES

10.1. Encumbrance by Subtenant. Notwithstanding anything to the contrary contained in this Sublease, but except as provided in Exhibit G attached hereto, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed.

11. DAMAGE OR DESTRUCTION

11.1. Insured Damage or Destruction to the Premises. In the event of damage to or destruction of all or any portion of the Premises which materially adversely affects the intended use of such Premises ("Damage") by a casualty covered by the insurance required to be carried by Subtenant under Section 15 below (the "Required Insurance"), this Sublease shall continue and Subtenant shall, to the extent permitted under applicable Laws, at its sole cost and with reasonable promptness and diligence, restore, repair, replace or rebuild those portions of the Premises so Damaged (the "Damaged Premises") as nearly as possible to the same condition, quality and class the Damaged Premises were in immediately before such casualty ("Repair"), provided however that, in the event applicable Laws prohibit the Repair of all or some portions of the Damaged Premises, the proceeds of the Required Insurance allocable to such Damaged Premises shall first be applied to satisfy any requirements related to such Damage under the Master Lease, and the remaining proceeds shall be paid to Sublandlord.

11.2. Uninsured Damage or Destruction to the Premises. In the event of Damage by earthquake or any other casualty, not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, and not covered by the Required Insurance, Subtenant may either, at its sole cost, promptly Repair the Damaged Premises or terminate this Sublease with respect to such Damaged Premises and surrender such Damaged Premises in accordance with any applicable requirements of the Master Lease and Section 17 of this Sublease, and, thereafter, both Parties shall be relieved of any liability for such termination or for repairing such damage. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of such a casualty.

11.3. Damage or Destruction Caused by Sublandlord. If any portion of the Premises is Damaged by the negligence or willful misconduct of Sublandlord, Sublandlord shall, to the extent permitted by applicable Laws, immediately and at its sole cost, Repair all such Damage and restore the Damaged Premises to its previous condition. If applicable Laws prohibit such Repair, Sublandlord shall use its best efforts to make available to Subtenant on the same terms and conditions contained in this Sublease an equal number of comparably clustered replacement units elsewhere on the Base (of comparable size and condition) as the number of such units which cannot be rebuilt or repaired under applicable Laws. The scope of Subtenant's responsibility for Damage or destruction caused by Subtenant, its Agents or Invitees, shall be governed by Subtenant's indemnity obligations under Section 14.2 below, and as otherwise provided under this Sublease.

11.4. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

12. ASSIGNMENT AND SUBLETTING

12.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or, except as specifically provided in the Plan, permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises, without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion.

12.2. Property Maintenance and Management Contracts. Contracts related to the provision of maintenance and property services to the Premises, such as the provision of those services described in Section 7 above, shall be subject to the prior written approval of the Sublandlord, which approval shall not be unreasonably withheld or delayed.

13. DEFAULT; REMEDIES

13.1. Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

13.1.1. Expenses. Any failure to pay Expenses within ten (10) days after such sums are due;

13.1.2. Covenants Conditions and Representations. Any failure to perform or comply with any other covenant, condition or representation made under this Sublease, provided Subtenant shall have a period of thirty (30) days from the date of written notice from Sublandlord of such failure within which to cure

such default under this Sublease, or, if such default is not capable of cure within such 30-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 30-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord.

13.1.3. Vacation or Abandonment. Any abandonment of the Premises for more than fourteen (14) consecutive days; and

13.1.4. Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

13.1.5. Prohibited Use. Use of the Premises by Subtenant for any purposes other than the purposes described in the Plan.

13.2. Remedies. Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

13.2.1. Terminate Sublease and Recover Damages. The rights and remedies provided by law California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

13.2.2. Appointment of Receiver. The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

13.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease and Subtenant has not commenced to cure such default within thirty (30) days, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of

Default or any rights or remedies of Sublandlord on account of such Event of Default.

14. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

14.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Building due to an earthquake or subsidence, except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties (except as provided in Section 14.1.5 below). Without limiting the generality of the foregoing:

14.1.1. Subtenant expressly acknowledges and agrees that Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause, except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties (except as provided in Section 14.1.5 below)

14.1.2. Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.

14.1.3. As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related

improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

14.1.4. Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.

14.1.5. Without limiting any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Indemnified Parties decision to Sublease the Premises to the Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

14.1.6. Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 14.1.

14.1.7. In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.

14.1.8. Subtenant had made such investigation of the facts pertaining to these waivers and releases it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

14.1.9. In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor." Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

14.2. Subtenant's Indemnity. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or

complete collapse of buildings, structures or improvements located on the Base due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees, (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises, (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises, (f) any construction or other work undertaken by Subtenant on or about the Premises whether before or during the Term of this Sublease; or (g) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, or of any trespassers, in, on or about the Premises or any Alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties. Notwithstanding the foregoing, Subtenant's obligations to indemnify the Indemnified Parties under this Section 14.2 shall remain in full force and effect regardless of whether or not the Indemnified Parties' decision to Sublease the Premises to the Subtenant, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to Section 11 above, Subtenant shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty not caused by Subtenant.

14.3. Master Landlord's Section 330 Environmental Indemnity. The Parties hereby acknowledge and agree that, pursuant to Section 330 of Public Law 102-484, as amended, Master Landlord shall hold harmless, defend and indemnify (the "Section 330 Indemnity") the Authority and Subtenant from and against any suit, claim, demand, action, liability, judgment, cost or fee, arising out of any claim for personal injury or property damage (including death, illness, loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum product, or petroleum derivative from or on the Premises as a result of Department of Defense activities at the Base.

15. INSURANCE

15.1. Subtenant's Insurance. Subtenant shall procure and maintain throughout the Term of this Agreement for the mutual benefit of the Sublandlord and Subtenant, and pay the cost thereof, the following insurance:

15.1.1. Builder's Risk Insurance. Builder's risk insurance on an ISO "all-risk" form, and including the Sublandlord as named insured as its interests may appear, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of the Premises, including coverage off-site and in transit for all materials to be incorporated to the Premises, with any deductible not to exceed $25,000 each loss.

15.1.2. Professional Liability Insurance. Professional Liability insurance with limits not less than $1,000,000 each claim and aggregate, including coverage for negligent acts, errors or omissions arising out of professional services performed under this Sublease, including the Plan, with any deductible not to exceed $25,000 each claim.

15.1.3. Property Insurance. Property insurance on an ISO Causes-of-Loss special form, excluding earthquake and flood for one hundred percent (100%) of the replacement value of the Premises, and including the Sublandlord as named insured as its interests may appear, with a deductible not to exceed $50,000 each loss.

15.1.4. Commercial General Liability Insurance. Commercial General Liability insurance, including without limitation, Contractual Liability, Personal Injury, Broadform Property Damage, Independent Contractors, Explosion-Collapse-Underground (XCU), and Products and Completed Operations insurance, in an amount not less than $2,000,000 combined single limit. Such insurance shall provide coverage at least as broad as provided under ISO Form Number CG-00-01-11-88.

15.1.5. Workers Compensation Insurance. Worker's compensation insurance with employer's liability insurance covering all persons employed and with respect to whom death or bodily injury claims that could be asserted against the Sublandlord, Subtenant, or the Premises in an amount not less than $5,000,000 each accident.

15.1.6. Automobile Liability Insurance. Automobile liability insurance with limits not less than $1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, if Subtenant uses or causes to be used automobiles in connection with its use of the Premises. Such insurance shall provide coverage at least as broad as provided under ISO Form Number CA-00-01-06-92.

15.1.7. Watercraft and Aircraft Insurance. Should Subtenant operate or cause to be operated any aircraft or watercraft in performance of its activities under this Sublease, insurance for such operations, in amount, form and with insurers reasonably satisfactory to the Sublandlord, shall be obtained, paid for, and maintained by Subtenant throughout such operations.

15.2. General Requirements. All insurance provided for under this Sublease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by the Sublandlord. Should any of the required insurance be provided under a claims-made form, Subtenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Sublease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Sublease, such claims shall be covered by such claims-made policies.

15.3. Required Endorsements. All liability insurance policies shall be endorsed to provide the following:

15.3.1. That all such polices cover the Sublandlord and Master Landlord as an additional insureds.

15.3.2. That all such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Sublease and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

15.3.3. That all such polices shall include coverage for liability assumed under this Sublease as an "insured contract" for the performance of Subtenant's indemnity obligations under this Sublease.

15.3.4. All such policies shall be endorsed to provide thirty (30) days' advance written notice to Sublandlord of cancellation, non-renewal or reduction in coverage, mailed to the address(es) for Sublandlord set forth in Section 19.1 below.

15.4. Certificates. Subtenant shall deliver to Sublandlord certificates of insurance in form and with insurers satisfactory to Sublandlord, evidencing the coverages required hereunder, on or before the Commencement Date, and Subtenant shall provide Sublandlord with certificates thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event Subtenant shall fail to procure such insurance, or deliver such certificates, Sublandlord may, at its option, procure the same for the account of Subtenant, and the cost thereof shall be paid to Sublandlord within five (5) days after delivery to Subtenant of bills therefor.

15.5. No Limitation on Indemnities. Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.

15.6. Lapse of Insurance. Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in the Sublandlord's sole and absolute

discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

15.7. Subtenant's Personal Property. Subtenant shall be responsible, at its expense, for separately insuring Subtenant's Personal Property.

15.8. Waiver of Subrogation. Sublandlord and Subtenant each hereby waive any right of recovery against the other party maintaining a policy of property insurance covering the Premises and their contents, or any portion thereof, for any loss or damage sustained by such other party with respect to the Premises, or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, but only to the extent such loss or damage is actually covered by such insurance.

16. ACCESS BY SUBLANDLORD

16.1. Access to Premises by Sublandlord.

16.1.1. General Access. Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.

16.1.2. Emergency Access. In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

16.2. No Liability. Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting from the negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

16.3. Access to Premises by Master Landlord. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

17. SURRENDER

17.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under

Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for the Required Alterations and any other Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 6.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

17.2. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises.

18. HAZARDOUS MATERIALS

18.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation,

production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Without limiting the foregoing, Subtenant acknowledges and agrees that it shall be bound by and will comply with the environmental protection provisions provided for in Section 13 of the Master Lease. Notwithstanding the foregoing, Subtenant may reasonably use those Hazardous Materials related to the normal maintenance an operation of residential facilities in accordance with all applicable Laws.

18.2. Subtenant's Environmental Indemnity. If Subtenant breaches any of its obligations contained in Section 18.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 14.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against all any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

18.3. Acknowledgment of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease.

19. GENERAL PROVISIONS

19.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid as follows:

Notice Address of Sublandlord:	City and County of San Francisco Treasure island Project Office 410 Palm Avenue Building 1, Room 217 Treasure Island San Francisco, CA 94130 Attn: Executive Director Tel. No.:415-274-0660 Fax No.: 415-274-0299
With a copy to:	Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Michael S. Cohen Tel. No.:415-554-4722 Fax No.: 415-554-4755
Notice Address of Subtenant:	Community Housing Partnership _____ San Francisco, CA 94--- Attn:
Notice Address of Master Landlord:	Commanding Officer (Code 24) Engineering Field Activity West Naval Facilities Engineering Command 900 Commodore Drive San Bruno, CA 94066

Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 19.1 and applicable Laws, shall be deemed receipt of such notice.

19.2. Estoppel Certificates. Upon Sublandlord's request, Subtenant shall execute, acknowledge and deliver to Sublandlord, or such persons or entities designated by Sublandlord, a statement in writing certifying: (a) the Commencement Date and Term of this Sublease, (b) that this Sublease is unmodified and in full force and effect (or, if there have been modifications, that the Sublease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Sublease (or if so, specifying the same), (d) the dates, if any, to which the Rent has been paid, and (e) any other information reasonably required by the Sublandlord.

19.3. No Implied Waiver. No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach of this Sublease, irrespective of the length of time for which such failure continues, no acceptance of partial non-performance during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the non-performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of default or the non-performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or non-performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

19.4. Amendments. Neither this Sublease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

19.5. Authority. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosure set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.

19.6. Joint and Several Obligations. The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

19.7. Interpretation of Sublease. The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

19.8. Successors and Assigns. Subject to the provisions of Section 12, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.

19.9. Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.

19.10. Severability. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.

19.11. Governing Law. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.

19.12. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties

and supersedes al prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein. Notwithstanding the foregoing, the Parties shall make a good faith effort to negotiate mutually acceptable changes to this Sublease, if any, within ninety (90) days of the date hereof, provided however, that such changes, if any, shall be subject to the approval of the Master Landlord.

19.13. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

19.14. Time of Essence. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

19.15. Cumulative Remedies. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

19.16. Survival of Indemnities. Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.

19.17. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

19.18. Recording. Subtenant agrees that it shall not record this Sublease or any memorandum or short form hereof in the official records of any county.

19.19. Non-Liability of Indemnified Parties', officials, employees and Agents. No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Agreement.

19.20. No Discrimination. Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.

19.21. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19.22. Master Landlord's Consent. This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord

20. SPECIAL CITY PROVISIONS

20.1. Signs. Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

20.2. Public Transit Information. Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.

20.3. Non-Discrimination.

20.3.1. Covenant Not to Discriminate. In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.

20.3.2. Sub-subleases and Other Subcontracts. Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such subtenant or other subcontractor in

substantially the form of subsection 20.3.1 above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

20.3.3. Non-Discrimination in Benefits. Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code. Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC").

20.3.4. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.

20.4. No Relocation Assistance; Waiver of Claims. Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated or expires by its own terms, and Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Sublease with respect to a Taking.

20.5. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward

resolving employment inequities and encourages then to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

20.6. Tropical Hardwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

20.7. Conflicts of Interest. Subtenant states that it is familiar with the provisions of Section 8.105 and 8.106 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Subtenant further certifies that it has made a complete disclosure to the Sublandlord of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the Sublandlord presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for the Sublandlord's termination and cancellation of this Sublease.

20.8. Burma (Myanmar) Business Prohibition. Subtenant is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in Section 12J.2(G) of the San Francisco Administrative Code. Sublandlord reserves the right to terminate this Sublease for default if Subtenant violates the terms of this clause. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Subtenant to comply with any of its requirements shall be deemed a material breach of this Sublease. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit under this Sublease, or 10% of the total amount of the Sublease, or $1,000, whichever is greatest. Subtenant acknowledges and agrees the liquidated damages assessed shall be payable to the City upon demand and may be setoff against any moneys due to the Subtenant from this Sublease.

20.9. Prevailing Wages for Construction Work. Subtenant agrees that any person performing labor in the construction of Alterations under this Sublease shall be paid not less than the highest prevailing rate of wages and that Subtenant shall include in any contract for construction of such improvements a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant further agrees that, as to the construction of such improvements under this Sublease, Subtenant shall comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Sections 6.33 through 6.45 of the San Francisco Administrative Code that relate to payment of prevailing wages. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord every two weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Alterations.

20.10. Prohibition of Tobacco Advertising. Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City or the Authority, including the Premises. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or other tobacco products or the name of any cigarette or other tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state; local or nonprofit entity designed to communicate the health hazards of cigarettes and other tobacco products or to encourage people not to smoke or to stop smoking.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

SUBTENANT:

Community Housing Partnership,
a 501(c)(3) California non-profit corporation

By:_____

Its: _____

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY,
a non-profit public benefit corporation

By: _____
Annemarie Conroy
Its: Executive Director

Approved as to Form:

_____
Deputy City Attorney

EXHIBIT A
The Plan

COMMUNITY HOUSING PARTNERSHIP
MOVING BEYOND HOMELESSNESS

EXHIBIT A

PROPOSED PROJECT

CHP proposes to rehabilitate 32 units on Treasure Island (TI) for homeless families and their support. The exact unit mix includes 18 two-bedroom units, 12 three-bedroom units, and two four-bedroom units. One of the 32 units is reserved for a residential manager. CHP also intends to rehabilitate space for uses that could include: social service office, resident manager office, property maintenance office and storage, separate community space, and computer learning center.

Like all CHP residences, TI units will offer on-site, optional support services, that focus on housing retention, community-building, self-sufficiency, as well as vocational and employment development. See Services Plan below for more detail.

See attached Project Summary for summarized details.

ORGANIZATION EXPERIENCE

The Community Housing Partnership (CHP) was founded in 1990, as an outgrowth of the Coalition on Homelessness and other homeless service providers to directly meet the housing needs of homeless people in San Francisco. CHP currently owns and operates three buildings, providing 217 units of permanent, affordable, service-enriched housing for formerly homeless families and individuals. CHP has obtained Section 8 rental subsidies on all projects and over $22 million in private and public funds for acquisition, construction and services. Our staff of 53 manages all aspects of the organization's operations including housing development, financing, building operations, support services, and vocational and employment training and services.

CHP's approach to the management of our existing three residences balances solid business practices with a commitment to working with our tenants to ensure that they remain securely housed. Ninety-five percent of CHP's property management staff are formerly homeless. Consequently, the property management department is uniquely sensitive to the needs and challenges confronted by our residents, as they struggle with the issues that arise during the transition from homelessness to being housed. CHP believes that the development and operation of affordable housing should create both housing and employment opportunities for the tenants and other low-income community residents and is committed to incorporating tenant input into every aspect of the organization's operations. Thus, where appropriate, facility needs are addressed by CHP and other supportive housing tenants through the Maintenance Work Crew, on-site janitorial staff and other tenant work crews. Further, building management staff and the respective Tenant Council of each property make many building management decisions jointly.

FINANCIAL PLAN

Capital Improvements Financing

The primary source of financing will be a deferred loan from the Housing Committee of the Affordable Housing and Home Ownership Bond Program (Proposition A) which is administered by the City and County of San Francisco's Mayor's Office of Housing (MOH). CHP has received a $100,000 predevelopment loan and will receive the remainder of funds mid-August 2000.

CHP has also received a $25,000 grant from Washington Mutual as well as a $310,000 grant from the Federal Home Loan Bank Affordable Housing Program (AHP).

Operating Subsidy
CHP has received Project-based Section 8 operating subsidies. This subsidy will be applied to all residential units, with the exception of the residential manager unit.

Services Funding
CHP has received commitments from the City and County of San Francisco Department of Human Services totaling $280,000. This contract is renewable every two years.

SERVICES PLAN

Introduction
This Services plan will first provide basic information about the project, including methodology for assessing the needs for Island Bay Homes and then describes the services we will provide. This plan also provides a detailed budget and describes financing commitments.

Please note that this Services Plan is contingent upon finalizing a space in which services can be provided. At this time we are intently exploring two options. One option includes a rehab of an existing building and the other option entails a collaboration with two sister agencies, Catholic Charities and Rubicon, for the development of modular trainers.

The name of our project, Island Bay Homes, stems from a contest held between tenants, staff, and board members and was subsequently voted on by the development committee.

Site Description
CHP will rehabilitate, own, manage, and provide optional support services and permanent housing to homeless families living in 32 scattered site units on Treasure Island (one unit will be dedicated for a resident manager). The unit mix specifically includes 18 two-bedroom units, 12 three-bedroom units and two four-bedroom units. This unit mix spans five buildings; four of the buildings are six-plexes and one building is an eight-plex. The maximum distance between buildings is approximately one-quarter mile.

Population to be Served
CHP will serve homeless families ranging in size from three to eight persons. The maximum income the family could earn is 50% of the area median though the target population will have a median income of 25% or lower. Families must be capable of self-sufficient living, which is particularly important due to the lack of community services on Treasure Island (TI).

Methodology
In order to establish a clear understanding of the specific needs of large homeless families, CHP staff has been developing its Services Plan since March 1999. The primary focus has

been on performing outreach to currently homeless families in order to determine their greatest housing and services needs. Outreach efforts have been extended to over 20 organizations (including Hamilton Family Center, Connecting Point, Homeless Prenatal Program, the domestic violence shelters, treatment programs and transitional housing programs) and direct feedback has been received from over 75 families. The responses received to date have consistently emphasized the need for housing that can accommodate larger families, and services such as benefits advocacy, vocational training, employment opportunities, and services to meet children's needs.

Community Housing Partnership Experience and Preparation
CHP will provide optional support services to Island Bay Homes. The on-site, optional support services will focus on housing retention, community building, substance abuse and mental health support, skill building, as well as vocational and employment development to formerly homeless families. CHP has provided similar supportive services to small families since 1992.

We anticipate the need to alter our model for the units at TI due to the larger size of the families we will be serving. Thus, we are currently in the process of developing a full children/youth program that will focus on the needs of children between the ages of 2 -18. Potential program collaboration and consultation includes outreach to the agencies that provide these services such as Larkin Street, Huckleberry House, the San Francisco Children's' Council, and Coleman Youth Advocates. We will also be refining our screening process in order to find candidates who want and are capable of living on TI

CHP is also setting up a series of specialized trainings, which will address the skills needed to obtain jobs at TI. These trainings will be offered to all CHP staff and tenants, as well as staff and tenants from the Supportive Housing Employment Collaborative (SHEC) and other members of the Treasure Island Homeless Development Initiative (TIHDI). The trainings will include curricula in the areas of property management and support services aimed at families, and will assist the CHP in hiring trained and qualified staff from the immediate community. Our goal is to hire 50% of our staff from these groups.

Rationale for Providing Services
It is our belief that the services described in this proposal will provide a support system for families that will assist them in pursuing their individual goals. It is crucial that all services be tailored to meet the individual family or family member in an atmosphere where they will want to capitalize on the available services. Services must be pertinent, meaningful and delivered in a way that is respectful and culturally competent while also adaptable to the families' needs as those needs evolve.

CHP believes that the level of staffing on Treasure Island is dictated by its isolated geographical location and the configuration of the 32 units. We also believe that during the first 1.5 to 2 years of operation there is a need for a greater level of service in order to support people in making the transition from homelessness, and to stabilize the properties.

CHP believes that large families who have endured long periods of homelessness will very likely have issues of violence, substance abuse, long-term unemployment, unadressed health care needs, possible criminal histories and general emotional instability. It is also likely that families may have been reunited recently with the housing that will be provided or through

other negotiations with CPS. Improving access to support services by creating a staffing pattern that allows tenants accessibility to staff in order to deal with the complex needs of our tenants is a priority to CHP.

CHP believes that a support system should assist families in keeping their housing, building a sense of community, increasing their income, improving skills in many areas, and being exposed to many employment opportunities is effective in supporting a family in its movement towards greater self-sufficiency. This support system will also create an environment on Treasure Island which emphasizes the creation and retention of affordable permanent housing with on-site services and employment opportunities with ongoing support of the families' progress towards greater self-sufficiency, and direct involvement in every aspect of our organization.

During the past two years of intensive service community meetings, TIHDI agencies decided as a collaborative that due to the unique agency cultures and service delivery models (ranging from transitional housing and treatment for veterans to Shelter Plus Care with specific diagnostic requirement to non-special needs permanent housing) it would not be in the best interest of tenants to attempt to provide intensive services to other agency tenants in the initial phase of operation. There was extensive discussion and research done in order to make this decision, and consequently each agency is developing its own on-site service delivery plan, while also participating in the development of such shared services as potential childcare slots, school and after-school programming, recreational activities, and transportation.

Description of Services

The services that will be available to CHP tenants are listed below and can be described under four broad categories: General Support, Youth Services, Clinical, Vocational and Employment. These services will all be available on-site, with additional training, educational and employment opportunities available off-site through the Supportive Housing Employment Collaborative, Homeless Employment Collaborative, other TIHDI agencies, as well as applicable Welfare-to-Work activities. CHP employees will offer referrals as well.

CHP expects to coordinate with the general services available to TIHDI members, such as childcare, after-school programming and transportation. The services that are being developed by TIHDI as a collaborative are meant to serve the entire TIHDI community and are not designed to address issues such as housing retention, substance abuse and mental health counseling, or pre-vocational training. Thus each TIHDI project has pursued its own on-site services plan, as well as working together to develop the overall services for our sites. There is an enormous need for on-site services due to the size and composition of the population, the long-term permanent housing that we offer, and the physical separation of our units form the San Francisco mainland.

CHP On-Site Services

The services to be offered on-site are designed to address the immediate needs of the tenants in retaining their housing, increasing their own self-sufficiency, and facilitating a sense of community. These values are consistent with CHP's mission statement, and are the guiding principles behind all of our service plans. We are proposing a total of 5.3 FTE staff on TI, including:

- Services Coordinator (1.0 FTE): responsible for the coordination and oversight of all on-site services, including staff supervision, agency collaboration with TIHDI, reporting and evaluation.
- Counseling Specialist (1.0 FTE): responsible for the provision of individual and group primary support to families with substance abuse, mental health and medical needs. Also provide linkages to other treatment and clinical resources, including TIHDI and other programs.
- Tenant Services Liaison (1.0 FTE): responsible for the provision of housing retention and general support services (rent payment plans, family activities, basic needs, linkages with other services) to all families and their children.
- Youth Specialist (1.0 FTE): responsible for the provision of services and activities for youth from ages 2 – 18. This position would provide individual and group counseling, organizing for youth activities such as community service or Youth Council, educational support and tutoring, and recreational activities.
- Vocational Specialist (1.0 FTE): responsible for the provision of pre-vocational and pre-employment services to all families, including vocational support to families, long-term preparation for CalWorks, other employment activities, or non-work-focused endeavors (i.e. vocational projects).
- Employment Specialist (.3 FTE): responsible for the provision of all levels of employment services to families, from job preparation to job retention and advancement. Also provision of linkages to in-house training and employment opportunities as well as ones in TIHDI and other collaboratives.

Staff will be available on a drop-in basis as well as for scheduled appointments. All support services staff will strive to address both pre- and post-homelessness issues by offering service options that respect tenants' free will, assist them in meeting self-defined needs, and respect the tenant's option of choosing how and when to access services. The CHP service provision model focuses on meeting tenants at the level the tenant chooses.

The specific types of services, which will be offered on TI, include the following:

General Support

All staff will participate in general support services. Services within this area range from housing retention and emotional support to crisis intervention to specific services aimed at offering assistance to the families and each of their family members. These will be available to all tenants on a voluntary basis, and we anticipate a wide variety of needs based on different age groups of children and youth as well as the complex nature of larger families.

Youth Services

The Children Youth Counselor will be the primary individual responsible for the provision of services to youth between the ages of 2 – 18 years of age. These services will include counseling, support and activities for children of all ages. We hope to have educational resources in such areas as drug and family planning education, and tutoring for children and adults. We also hope to have numerous recreational activities and outings. These services will also include presenting organizing and community service opportunities for the youth. A key element is coordinating with other TIHDI resources aimed at children and youth.

Clinical Services
The Counseling Specialist will provide clinical services. These services include primary intervention and support in tenant issues and behaviors relating to substance abuse, mental health and medical needs. This role includes developing linkages and referral systems to treatment and medical providers on Treasure Island (i.e. other TIHDI treatment programs, Tom Waddell-sponsored clinic). There will also be ongoing training and consultation regarding these issues to other staff, and the development of relevant educational resources.

Vocational Services
The Vocational Specialist will provide vocational services. This is a crucial and integral element of the CHP's service delivery system because it provides the main bridge between general survival and support needs (i.e. housing retention, crisis intervention and support) and potential participation in vocational training and employment. The goal of these services is to engage and support the tenants in pursuing productive activity that increases their own sense of self-worth, and to begin the process of improving current skills and developing new ones. These services range from individual and group counseling to the facilitation of stipended training positions to the creation of vocational projects in which individuals learn such basic skills as time management, budgeting and planning. These services will be very involved in preparing families for CalWorks, supporting families who are pursuing other vocational interests, and working with people who are no longer eligible for CalWorks.

Employment Training
The Employment Specialist will provide these services. These involve job search and preparation, retention and advancement, specific support for CalWorks participants, as well as ongoing outreach to appropriate and potential employers. They will include individual and group counseling, job retention support plans and interventions, coordination with other CHP and TIHDI departments in the development of entry-level and training positions, and ongoing program development. These services will also coordinate closely with the vocational and training services, as well as with the TIHDI Job Brokerage System, the Homeless Employment Collaborative, the Supportive Housing Employment Collaborative, CHP hiring supervisors, and outside employers.

All of these services will be coordinated by the on-site Services Coordinator, with this individual taking the lead on linking to the other services and departments of the CHP as well as its collaboratives. All positions include the responsibility of coordinating with other TIHDI agencies and outside service providers.

Evaluation of Effectiveness
Evaluation of the effectiveness of the services will be done in the following ways:

- Semi-annual tenant satisfaction surveys to measure specific elements of the service system
- Monthly community meeting hosted by Property Management and Tenant Services which encourage the families to bring their concerns to a public forum
- Review of data which is collected monthly in order to determine the trends of tenant participation – this review will in turn be used to adapt services as the families' needs change
- Quarterly review of the utilization of services by families

- Direct meetings between the Tenant Services Director, families and staff to directly discuss effectiveness of services
- Evaluation of the entire TIHDI service delivery system through its infrastructure

Service Hours
Monday – Friday 9:00 A.M. – 7:00 P.M. and possibly Saturday 10:00 A.M. – 3:00 P.M.
Staffing pattern – (5) FTE working between the hours of 9:00 A.M. – 7:00 P.M. M-F (Saturday schedule is tentative)

Annual Cost
The estimated budget for the first two years is estimated to be $275,000. The City and County of San Francisco's Health and Human Services Department have already committed these funds.

In Sum
Island Bay Homes' 32 units on Treasure Island is a very exciting initiative for the Community Housing Partnership. We are particularly proud to be involved in this project because it is the development of larger size units for homeless families, and because it has truly been a monumental collaborative process. TIHDI has received considerable support from the City of San Francisco, McKinney funds and private donations.

SERVICES PLAN ADDENDUM
The following is intended to answer specific questions from various funders.

How will residents travel from TI to San Francisco?
MUNI has a bus that makes stops on TI. During rush hours A.M. and P.M. the bus runs approximately twice per hour. During off peak hours it operates approximately once per hour until 12 mid-night daily. AC Transit is also currently considering offering service when the Island is more populated.

What infrastructure is in place in the event of crisis situation off-hours?
An on-site Resident Manager will be on-call for major tenant emergencies. Further, all tenants will be provided with a list of community emergency contact numbers that will connect them to help in a time of crisis.

What access will CHP children have to childcare, schools, and after-school programs?
Catholic Charities will operate a childcare center on Treasure Island and there will be recruitment among families to run licensed family daycare programs in their homes. There is an elementary school on T.I., however older children that attend middle school and high school will be bussed to San Francisco. Columbia Boys and Girls Club will operate an after school recreational program for youth and CHP will provide educational and recreational activities for youth after school and possibly on Saturdays.

DRAFT PROJECT SUMMARY, DRAFT FINANCIAL PLAN, AND ESTIMATED BUDGET

PROJECT STATS

Address:	Scattered Site Rehab on Yerba Buena Island, Support Services
Target Population:	Homeless Families
Total Residential Units:	32
Total Bedrooms:	80
Tenure:	15 year sublease

PERMANENT SOURCES OF FUNDS	Total	Per Unit	Per Bedroom	as % of tot costs
Prop A - Predevelopment	$100,000	$28,594	$11,438	68%
Prop A - Permanent	$915,000	$3,125	$1,250	7%
FHLB AHP Grant	$310,000	$9,688	$3,875	23%
Washington Mutual Grant	$25,000	$781	$313	2%
TOTAL SOURCES OF FUNDS	$1,350,000	$42,188	$16,875	100%
TOTAL USES OF FUNDS	$1,350,000	$31,160	$16,875	100%

FINANCING TERMS

Prop A - Permanent Loan

Term (months)	600
Loan interest	0%
Monthly Payment (Deferred)	residual receipts
Loan amount	$1,015,000
Loan Points	-
Loan Amount per Unit	$31,719

OTHER FUNDING SOURCES

Services Funding		$280,000	Department of Human Services, City and County of San Francisco
Operating Subsidies	Project Based Section 8		Administered through San Francisco Housing Authority

INCOME (Year 1) - excludes managers unit

# BR	# Units	Expected Rent*	Est. Annual Income
2	17	$1,800	367,200
3	12	$2,225	320,400
4	2	$2,435	58,440
Total	31		746,040

* includes utilities

TABLE 2: AMORTIZED COSTS

Prop A Loan	$1,015,000 *estimated total*		AHP Grant	$310,000	
Term (yrs)	50		Term (yrs)	15	
Interest	0%		Interest	0%	
Payment	$20,300		Payment	$20,667	

Year	Initial Balance	Interest	Payment	Balance	Year	Initial Balance	Interest	Payment	Balance	Total
1	$1,015,000	0	$20,300	$994,700	1	$310,000	0	$20,667	$289,333	$1,284,033
2		0	$20,300	$974,400	2		0	$20,667	$268,667	$1,243,067
3		0	$20,300	$954,100	3		0	$20,667	$248,000	$1,202,100
4		0	$20,300	$933,800	4		0	$20,667	$227,333	$1,161,133
5		0	$20,300	$913,500	5		0	$20,667	$206,667	$1,120,167
6		0	$20,300	$893,200	6		0	$20,667	$186,000	$1,079,200
7		0	$20,300	$872,900	7		0	$20,667	$165,333	$1,038,233
8		0	$20,300	$852,600	8		0	$20,667	$144,667	$997,267
9		0	$20,300	$832,300	9		0	$20,667	$124,000	$956,300
10		0	$20,300	$812,000	10		0	$20,667	$103,333	$915,333
11		0	$20,300	$791,700	11		0	$20,667	$82,667	$874,367
12		0	$20,300	$771,400	12		0	$20,667	$62,000	$833,400
13		0	$20,300	$751,100	13		0	$20,667	$41,333	$792,433
14		0	$20,300	$730,800	14		0	$20,667	$20,667	$751,467
15		0	$20,300	$710,500	15		0	$20,667	$0	$710,500
16		0	$20,300	$690,200						$690,200
17		0	$20,300	$669,900						$669,900
18		0	$20,300	$649,600						$649,600
19		0	$20,300	$629,300						$629,300
20		0	$20,300	$609,000						$609,000
21		0	$20,300	$588,700						$588,700
22		0	$20,300	$568,400						$568,400
23		0	$20,300	$548,100						$548,100
24		0	$20,300	$527,800						$527,800
25		0	$20,300	$507,500						$507,500
26		0	$20,300	$487,200						$487,200
27		0	$20,300	$466,900						$466,900
28		0	$20,300	$446,600						$446,600
29		0	$20,300	$426,300						$426,300
30		0	$20,300	$406,000						$406,000
31		0	$20,300	$385,700						$385,700
32		0	$20,300	$365,400						$365,400
33		0	$20,300	$345,100						$345,100
34		0	$20,300	$324,800						$324,800
35		0	$20,300	$304,500						$304,500
36		0	$20,300	$284,200						$284,200
37		0	$20,300	$263,900						$263,900
38		0	$20,300	$243,600						$243,600
39		0	$20,300	$223,300						$223,300
40		0	$20,300	$203,000						$203,000
41		0	$20,300	$182,700						$182,700
42		0	$20,300	$162,400						$162,400
43		0	$20,300	$142,100						$142,100
44		0	$20,300	$121,800						$121,800
45		0	$20,300	$101,500						$101,500
46		0	$20,300	$81,200						$81,200
47		0	$20,300	$60,900						$60,900
48		0	$20,300	$40,600						$40,600
49		0	$20,300	$20,300						$20,300
50		0	$20,300	$0						$0

EXHIBIT B
The Master Lease

EXHIBIT C
Premises Description

EXHIBIT D-1
Seismic Report

EXHIBIT D-2
Structural Report

FEMA-178 Certificate

Annemarie Conroy, Executive Director
Treasure Island Development Authority
Building 1 - Treasure Island
San Francisco, CA 94130

June 30, 2000

RE: Certificate of Satisfaction of FEMA-178 seismic life safety standard in connection with the leasing of certain residential units under that certain Sublease, Development, Marketing and Property Management Agreement (the Agreement), by and between the Commnunity Housing Partnership (Subtenant) and the Treasure Island Development Authority (Sublandlord).

Dear Ms. Conroy:

Based upon our analysis, review of construction drawings, field inspection of the units, it is our professional opinion that the residential buildings 1101 Bigelow Court, and 1107 13th Street meet or exceed the life safety level of performance specified in the FEMA (Federal Emergency Management Agency)-178 titled ANEHRP (National Earthquake Hazard Reduction Program) Handbook for Seismic Evaluation of Existing Buildings, dated June 1993. In reaching that conclusion, we have, among other things, specifically considered the condition of the soils underlying such units and have read and understand that certain report dated August 1995, entitled *"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco. As stated in this report, liquefaction, lateral spreading and/or consolidation of the underlying soils can be expected in an earthquake. It is our professional opinion that it is unlikely that such soil movement will cause sufficient damage to these buildings to reduce the life safety level below that specified in the FEMA-178 handbook.

This certificate is exclusively for the benefit of, and may be relied on only by, the Treasure Island Development Authority, the City and County of San Francisco and the Community Housing Partnership

Please acknowledge your receipt of this Certificate by signing and returning a copy of this Certificate.

Toft, de Nevers and Lee, Structural Engineers

By: _____

Title: principal

Acknowledgment of Receipt:
Treasure Island Development Authority

By: _____
Its: Executive Director
Dated _____

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

JOB NO. 49B3C SH. 0
NO. 1 OF 17
BY ccl DATE 6/23/00

STRUCTURAL EVALUATION AND CALCULATIONS FOR BUILDINGS 1101 & 1107 TREASURE ISLAND, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CALVIN C. LEE
No. 2155
EXP. 12-31-01
STRUCTURAL
STATE OF CALIFORNIA

Table of Contents

Building 1101 & 1107 at Treasure Island

There are a total of 14 two stories residential wood construction units in these series of buildings. There are two different plan configurations to these units. The different configurations are EM-1 and EM-2. These units are combined in different combinations with a common party wall to create townhouse buildings. These calculations apply to 2 buildings (1101 Bigelow Court & 1107 13th Street). The applicable buildings are Bldg. 1101 (8-EM-1 units) and Bldg. 1107 (4-EM-1, 2-EM-2 units). These buildings are light wood frame construction founded on continuous concrete spread footings with a 4" concrete slab on grade. The exterior and interior bearing walls are bolted to foundations with 5/8" diameter anchor bolts @ 4'-0" on center. The interior walls are sheathed with gypsum board panels. The exterior walls are either stucco over ½" gypsum board or textured hardboard over ½" gypsum board. These buildings have been evaluated to satisfy FEMA-178 and found to be in compliance with section 3403.6 of the 1995 San Francisco Building Code.

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity (A_v = 0.4). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

T F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction.) (Sec. 3.1)

T F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) LOTS OF WALLS IN BOTH DIRECTION

T F VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear. Diaphragm is blocked

T F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)

T F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

SHEAR WALLS

T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3903.6 provided

T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A

T (F) WALL REQUIREMENTS: All walls supporting tributary areas of *24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (*H/D*) ratio of *1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Shear are small uplift is not a problem.

T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) N/A

DIAPHRAGMS

T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than *50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NO OPENINGS)

(T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)

(T) F SPANS: All diaphragms with spans greater than *24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

(T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)

T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3) N/A

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1100 Series

ANALYSIS OF 1100 SERIES UNITS

ROOF

COMPOSITE SHINGLES	3.0 PSF
1/2" PLYWOOD	1.5 PSF
2x8 @ 24"	1.5 PSF
2x4 @ 24"	1.0 PSF
HANGAR @ 24"	1.0 PSF
5/8" GYPSUM BOARD	2.5 PSF
MISCELLANEOUS	0.2 PSF
	11.0 PSF

EXTERIOR WALL

FLAT HARDBOARD	1.0 PSF
1/2" GYP. BD	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" GYP. BD	2.2 PSF
MISC	0.5 PSF
	7.0 PSF

PARTY WALL

3-LAYERS OF 5/8" GYP. BD	8.4 PSF
2x4 @ 16"	1.1 PSF
MISC	0.5 PSF
	10.0 PSF

INTERIOR WALL

1/2" GYP. BD.	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" GYP. BD.	2.2 PSF
MISC	0.5 PSF
	6.0 PSF

SECOND FLOOR

5/8" PWD	1.8 PSF
2x10 @ 16"	2.8 PSF
1/2" GYP. BD	2.2 PSF
MISC.	0.2 PSF
	7.0 PSF

Quick Check of Shear walls

$V = C_s W$ $\qquad T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{30'}} = 0.16$ sec.

$A_v = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_a = 0.4$

$$C_s = \frac{0.80 A_v S}{R\, T^{(1/2)}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.16)^{1/2}} = 0.334 \leftarrow \text{Governs}$$

$$C_s = \frac{2.12 A_a}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$V = 0.334 W \qquad W = 27088^{\#}$

$V_{FACE} = 0.334 \times 27088^{\#} = 9047^{\#}$

$$V_J = \left(\frac{n+J}{n+1}\right)\left(\frac{W_j}{W}\right)(1.2)(V)$$

$$V_2 = \left(\frac{2+2}{2+1}\right)\left(\frac{12526}{27088}\right)(1.2)(9047) = 6694^{\#}$$

$$V_1 = \left(\frac{2+1}{2+1}\right)\left(\frac{27088}{27088}\right)(1.2)(9047) = 10856^{\#}$$

Second Floor N/S

$V_2 = \frac{6694}{60'} = 112^{\#}/' < 200^{\#}/'$ o.k.

E/W

$V_2 = \frac{6694}{47'} = 142^{\#}/' < 200^{\#}/'$ o.k.

First Floor N/S

$V_1 = \frac{10856}{60'} = 181^{\#}/' < 200^{\#}/'$ o.k.

E/W $V_1 = \frac{10856}{47'} = \underline{231^{\#}/' > 200^{\#}/'}$ Need to provide detail analysis on following pg

N.G. Shear too high

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

JOB NO. 49836 SH. EM-5
NO. 7 OF 17
BY CL DATE 12/14/99

CALCULATE MASS OF ROOF (EM-1)

ROOF = (11.0PSF × 21.33 × 30) + (7.0PSF × 2' OVERHANG × 21.33 × 2) = 7636#

N/S
SECOND FLOOR PARTY WALLS = [(10.0PSF × 30' × 8.08') + (10.0PSF × 30 × 5' × 1/2)] × 2 = 6348#
SECOND FLOOR INTERIOR WALLS = (6.0PSF × 40.5' × 8.08') = 1963#

E/W
2ND. EXT. WALLS = [(7.0 PSF × 21.33' × 8.08')](2) = 2413#
2ND. INT. WALLS = [(6.0PSF × 46' × 8.08')] = 2230#

SECOND FLOOR = (7.0PSF × 21.33 × 30') = 4479#

N/S
1ST FLOOR PARTY WALLS = [(10.0PSF × 30' × 4.04')](2) = 2424#
1ST FLOOR INT. WALLS = (6.0PSF × 30' × 4.04') = 1727#

E/W
1ST EXT. WALLS = [(7.0PSF × 21.33 × 4.04')](2) = 1206#
1ST INT. WALL = [(6.0PSF × 34.5 × 4.04')] = 836#

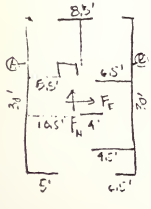
SEISMIC LOAD (USING SEC. 3403.6 S.F. Code Forces)

$$V = 0.75 \times \frac{ZIC}{R_w} W = 0.75 \times \frac{(0.4)(1.0)(2.75)}{(8)} W = 0.103W$$

$$V = 0.103(27088\#) = 2790\#$$

	w_x	h_x	$w_x h_x$	$\frac{w_x h_x}{\Sigma w_i h_i}$	F_x
ROOF	12526	17.0'	212942	0.6435	1795#
2ND	14562	8.1'	117952	0.3565	995#
			330894		

SECOND FLOOR ANALYSIS



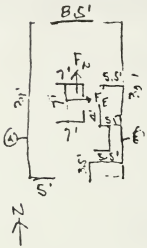
$F_N = 0.6435(7636 + 2413 + 2230 + 4479 + 1206 + 836)(0.103) = 1246\#$

$F_E = 0.6435(7636 + 3174 + 1963 + 4479 + 2424 + 727)(0.103) = 1352\#$

$v_A = v_B = \frac{1246 \times 1/2}{20'} = 21\% < 50\%$ OK $\quad v_N = \frac{1246}{85} = 15\% < 50\%$

$v_E = \frac{1352}{51'} = 27\% < 50\%$ OK

FIRST FLOOR ANALYSIS



$F_N = 0.3565(7636+2413+2230+4479+1206+836)(0.103) = 690^{\#}$

$F_E = 0.3565(7636+3174+1963+4479+2424+777)(0.103) = 749^{\#}$

$F_{N_{TOT}} = 1246+690 = 1936^{\#}$

$F_{E_{TOTAL}} = 1352+749 = 2101^{\#}$

$v_A = v_E = \frac{1936}{30\times 2} = 32^{\#}/_{1} < 50^{\#}/_{1}$ ok

$v_N = \frac{1936}{74.5} = 26^{\#}/_{1} < 50^{\#}/_{1}$ ok

$v_E = \frac{2101}{41} = 48^{\#}/_{1} < 50^{\#}/_{1}$ ok

$v_E = \frac{2101}{38.5} = 55^{\#}/_{1} < 63^{\#}/_{1}$ ok

(INCLUDING HEATER EACH END WALL)

1/2" A.B. @ 4'-0" C.F. = 497×1.33/4 = 165 #/1

5/8" A.B. @ 4'-0" C.F. = 724×1.33/4 = 241 #/1

5/8" A.B. @ 2.67' C.F. = 724×1.33/2.67 = 361 #/1

ok.

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transfered by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity (A_v = 0.4). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

T F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction.) (Sec. 3.1)

T F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) LOTS OF WALLS IN BOTH DIRECTION

T F VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear, Diaphragm is blocked.

T F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)

T F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

SHEAR WALLS

T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3403.6 provided.

T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A

T (F) WALL REQUIREMENTS: All walls supporting tributary areas of ˚24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (H/D) ratio of ˚1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either shear are small and uplift is not a problem or holdown is provided

T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) NOT APPLICABLE

DIAPHRAGMS

T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than ˚50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NOT OPENINGS)

(T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)

(T) F SPANS: All diaphragms with spans greater than ˚24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

(T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)

T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3) N/A

ANALYSIS OF 1100 SERIES UNITS

ROOF

COMPOSITE SHINGLES	3.0 PSF
1/2" PLYWOOD	1.5 PSF
2x8 @ 24"	1.5 PSF
2x4 @ 24"	1.0 PSF
HANGERS @ 24"	1.0 PSF
5/8" GYPSUM BOARD	2.8 PSF
MISCELLANEOUS	0.2 PSF
	11.0 PSF

EXTERIOR WALL

FLAT HARDBOARD	1.0 PSF
1/2" GYP. BD	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" GYP. BD	2.2 PSF
MISC	0.5 PSF
	7.0 PSF

Exterior Wall

Stucco	8.0 PSF
1/2" Gyp. Bd	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" Gyp. Bd	2.2 PSF
Miscellaneous	0.5 PSF
	14.0 PSF

PARTY WALL

3-LAYERS OF 5/8" GYP. BD	8.4 PSF
2x4 @ 16"	1.1 PSF
MISC	0.5 PSF
	10.0 PSF

INTERIOR WALL

1/2" GYP. BD.	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" GYP BD.	2.2 PSF
MISC	0.5 PSF
	6.0 PSF

SECOND FLOOR

5/8" PWD	1.8 PSF
3x10 @ 16"	4.8 PSF
1/2" GYP BD	2.2 PSF
MISC.	0.2 PSF
	9.0 PSF

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1100 Series
FM-2

JOB NO. 49836 SH FM2-4
NO. 12 OF 17
BY CAL DATE 1/13/88

CALCULATE MASS of ROOF

ROOF = (11.0 PSF × 25' × 34') + (7.0 PSF × 2' × 25' × 2') = 10050#

N/S Walls

2nd Flr. Party Walls = [(10.0 PSF × 34' × 8.08') + (10.0 PSF × 34' × 3' × 1/2)] × (2) = 6514#

2nd Flr. Interior Walls = (6.0 PSF × 44' × 8.08') = 2133#

E/W Walls

2nd Flr. Ext. Walls = [(14.0 PLF × 25' × 8.08') − ((6.0 PSF × 4' × 6' × 2) + (3.0 PSF × 4.02' × 6' × 2))] (2)
(solid wall; less window; hard board wall)

= 4786#

2nd Flr. Int. Walls = (6.0 PSF × 60' × 8.08') = 2909#

Second Floor = (9.0 PSF × 25' × 25') + (16.0 PSF × 25' × 9') = 9225#
(floor; ceiling)

N/S Walls

1st Flr. Party Walls = (10.0 PSF × 34' × 4.04') (2) = 2747#

1st Flr. Int walls = (6.0 PSF × 31' × 4.04') = 751#

E/W Walls

1st Flr. Ext. Walls = (7.0 PSF × 25' × 4.04') (2) = 1414#

1st Flr. Int. Walls = (6.0 PSF × 48' × 4.04') = 1164#

SEISMIC LOADS (USING Sec. 3403.6 S.F. Code Forces)

$V = 0.103\,W$ $\qquad V = (0.103)(41693\#) = 4294\#$

Load Distribution

	W_x	h_x	$W_x h_x$	$\frac{W_x h_x}{\Sigma W_i h_i}$	F_x
Roof	18221#	17.0'	309757	0.6197	2661#
2nd	23472#	8.1'	190123	0.3803	1633#
	41693#		499880		

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

Quick Check of Shear walls

$V = C_S W$ $\qquad T = \frac{0.05\,h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{25}} = 0.17$ sec.

$A_V = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_a = 0.4$

$$C_S = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.17)^{2/3}} = 0.321 \leftarrow \text{Governs}$$

$$C_S = \frac{2.12\,A_a}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$$V_{base} = 0.321 \times 41693 = 13383^{\#}$$

$$V_j = \left(\frac{n+j}{n+1}\right)\left(\frac{W_j}{W}\right)(1.2)(V)$$

$$V_2 = \left(\frac{2+2}{2+1}\right)\left(\frac{18221}{41693}\right)(1.2)(13383) = 9358^{\#}$$

$$V_1 = \left(\frac{2+1}{2+1}\right)\left(\frac{41693}{41693}\right)(1.2)(13383) = 16060^{\#}$$

Second Floor N/S

$$v_2 = \frac{9358^{\#}}{50'} = 187\#/' < 200\#/' \text{ o.k.}$$

E/W

$$v_2 = \frac{9358^{\#}}{60'} = 156\#/' < 200\#/' \text{ o.k.}$$

First Floor N/S

$$v_1 = \frac{16060^{\#}}{50'} = 321\#/' > 200\#/'$$ need to provide detail analysis on following pages

E/W

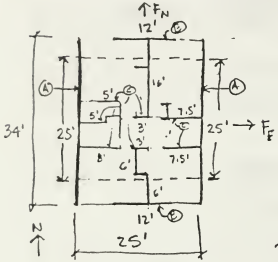
$$v_1 = \frac{16060^{\#}}{10.7'} = 1501\#/' > 400\#/' \text{ for FWO}$$ need to provide detail analysis on following pages

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1100 Series
FN-2

JOB NO. 49836 SH. EH2-5
NO. 14 OF 17
BY CCL DATE 1/13/

Second Floor Analysis



$F_N = (0.6197)(10050 + 4786 + 2909 + 9225 + 1414 + 1164)(0.103)$

$F_N = (0.6197)(29548)(0.103) = 1886\#$

$F_E = (0.6197)(10050 + 6514 + 2133 + 9225 + 2747 + 751)(0.103)$

$F_E = (0.6197)(31420)(0.103) = 2006\#$

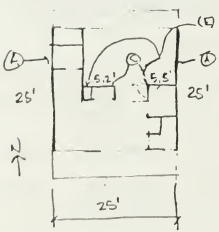
$v_A = \frac{1886 \times 1/2}{25} = 37.7\#/' < 100\#/'$ O.K.

Assuming wall C not working $v_B = \frac{2006 \times 1/2}{12} = 84\#/' < 100\#/'$ O.K.

Assuming wall C is working $v_B = \frac{2006 \times 1/2 \times 1/2}{12} = 42\#/' < 100\#/'$ O.K.

$v_C = \frac{2006 \times 1/2}{(5+5+3+7.5+8+3+7.5)} = 26\#/' < 100\#/'$ O.K.

First Floor Analysis



$F_N = (29548\#)(0.103) = 3043\#$

$F_E = (31420)(0.103) = 3236\#$

$v_A = \frac{3043 \times 1/2}{25} = 61\#/' < 100\#/'$ O.K.

grp. back bolts sides

5/8" ø A.B. @ 32" G.F. = $724 \times 1.33/(2.67 \times 2) = 180\#$ > 61#/'

(E) anchor bolts are adequate

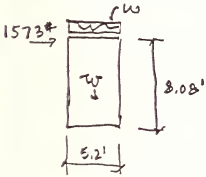
$v_C = \frac{3236}{(5.2+5.5)} = 302\#/' < $ (E) 1/2" PWD w/ 10d @ 3" G.F. = 600#/' O.K.

(E) 5/8" ø A.B. @ 32" q.f. = $724 \times 1.33/2.67' = 361\#/' > 302\#/'$ O.K.

(E) Anchor bolts are adequate

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

Check overturning of Wall C



$W = (11.0^{\text{roof}}\,PSF \times 17) + (6.0^{\text{wall}}\,PSF \times 9.1') + (9.0^{\text{FL}}\,PSF \times 12.5') = 354^{\#}$

$W = (6.0\,PSF \times 5.2' \times 8.08') = 252^{\#}$

$O.T.M. = 1573^{\#} \times 8.08' = 12710^{\#\prime}$

$R.O.T.M. = (0.85)[(354 \times 5.2' \times 2.0') + (252^{\#} \times 2.0')] = 4625^{\#\prime}$

$UPLIFT = \dfrac{12710 - 4625}{5.2'} = 1555^{\#}$

(E) holdown $q.f = 2 \times 1010^{\#} \times 1.33 = 2687^{\#} > 1555^{\#}$ o.k. (3x4 post)

3/4" ⌀ Anchor Bolt $q.f = 2700 \times 1.33 = 3591^{\#} > 1555^{\#}$ o.k.

(E) 1/2" PWD, w/ 10d @ 3" and anchor bolts are adequate

TABLE 25-I—ALLOWABLE SHEAR FOR WIND OR SEISMIC FORCES IN POUNDS PER FOOT FOR VERTICAL DIAPHRAGMS OF LATH AND PLASTER OR GYPSUM BOARD FRAME WALL ASSEMBLIES[1]

TYPE OF MATERIAL	THICKNESS OF MATERIAL × 25.4 for mm	WALL CONSTRUCTION	NAIL SPACING[2] MAXIMUM (inches) × 25.4 for mm	SHEAR VALUE × 14.6 for N/m	MINIMUM NAIL SIZE[3] × 25.4 for mm
1. Expanded metal, or woven wire lath and portland cement plaster	7/8"	Unblocked	6	180	No. 11 gage, 1 1/2" long, 7/16" head No. 16 gage staple, 7/8" legs
2. Gypsum lath	3/8" lath and 1/2" plaster	Unblocked	5	100	No. 13 gage, 1 1/8" long, 19/64" head, plasterboard blued nail
3. Gypsum sheathing board	1/2" × 2' × 8'	Unblocked	4	75	No. 11 gage, 1 3/4" long, 7/16" head, diamond-point, galvanized
	1/2" × 4'	Blocked	4	175	
	1/2" × 4'	Unblocked	7	100	
4. Gypsum wallboard or veneer base	1/2"	Unblocked	7	100	5d cooler (0.086" dia., 1 5/8" long, 15/64" head) or wallboard (0.086" dia., 1 5/8" long, 9/32" head)
			4	125	
		Blocked	7	125	
			4	150	
	5/8"	Unblocked	7	115	6d cooler (0.092" dia., 1 7/8" long, 1/4" head) or wallboard (0.0915" dia., 1 7/8" long, 19/64" head)
			4	145	
		Blocked	7	145	
			4	175	
		Blocked Two ply	Base ply: 9 Face ply: 7	250	Base ply—6d cooler (0.092" dia., 1 7/8" long, 1/4" head) or wallboard (0.0915" dia., 1 7/8" long, 19/64" head) Face ply—8d cooler (0.113" dia., 2 3/8" long, 9/32" head) or wallboard (0.113" dia., 2 3/8" long, 3/8" head)

[1]These vertical diaphragms shall not be used to resist loads imposed by masonry or concrete construction. See Section 2513.2. Values shown are for short-term loading due to wind or due to seismic loading. Values shown must be reduced 25 percent for normal loading. The values shown in Items 2, 3 and 4 shall be reduced 50 percent for loading due to earthquake in Seismic Zones 3 and 4.

[2]Applies to nailing at all studs, top and bottom plates and blocking.

[3]Alternate nails may be used if their dimensions are not less than the specified dimensions.

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 2005
SAN FRANCISCO, CA 94108-5328

JOB NO. 49826 SHEET 12-7
NO. 16 OF 17
BY CCL DATE 1/14

TABLE 23-I-K-1—ALLOWABLE SHEAR FOR WIND OR SEISMIC FORCES IN POUNDS PER FOOT FOR WOOD STRUCTURAL PANEL SHEAR WALLS WITH FRAMING OF DOUGLAS FIR-LARCH OR SOUTHERN PINE[1,2]

PANEL GRADE	MINIMUM NOMINAL PANEL THICKNESS (inches)	MINIMUM NAIL PENETRATION IN FRAMING (inches)	PANELS APPLIED DIRECTLY TO FRAMING					PANELS APPLIED OVER ½-INCH (13 mm) OR ⅝-INCH (16 mm) GYPSUM SHEATHING				
			Nail Size (Common or Galvanized Box)	Nail Spacing at Panel Edges (in.)				Nail Size (Common or Galvanized Box)	Nail Spacing at Panel Edges (in.)			
	× 25.4 for mm			× 25.4 for mm					× 25.4 for mm			
				6	4	3	2[3]		6	4	3	2[3]
				× 0.0146 for N/mm					× 0.0146 for N/mm			
Structural I	5/16	1 1/4	6d	200	300	390	510	8d	200	300	390	510
	3/8	1 1/2	8d	230[4]	360[4]	460[4]	610[4]	10d[5]	280	430	550	730
	7/16			255[4]	395[4]	505[4]	670[4]					
	15/32			280	430	550	730					
	15/32	1 5/8	10d[5]	340	510	665	870	—	—	—	—	—
C-D, C-C Sheathing, plywood panel siding and other grades covered in U.B.C. Standard 23-2 or 23-3	5/16	1 1/4	6d	180	270	350	450	8d	180	270	350	450
	3/8			200	300	390	510		200	300	390	510
	3/8	1 1/2	8d	220[4]	320[4]	410[4]	530[4]	10d[5]	260	380	490	640
	7/16			240[4]	350[4]	450[4]	585[4]					
	15/32			260	380	490	640					
	15/32	1 5/8	10d[5]	310	460	600	770	—	—	—	—	—
	19/32			340	510	665	870					
			Nail Size (Galvanized Casing)					Nail Size (Galvanized Casing)				
Plywood panel siding in grades covered in U.B.C. Standard 23-2	5/16	1 1/4	6d	140	210	275	360	8d	140	210	275	360
	3/8	1 1/2	8d	160	240	310	410	10d[5]	160	240	310	410

[1]All panel edges backed with 2-inch (51 mm) nominal or wider framing. Panels installed either horizontally or vertically. Space nails at 6 inches (152 mm) on center along intermediate framing members for 3/8-inch (9.5 mm) and 7/16-inch (11 mm) panels installed on studs spaced 24 inches (610 mm) on center and 12 inches (305 mm) on center for other conditions and panel thicknesses. These values are for short-time loads due to wind or earthquake and must be reduced 25 percent for normal loading.

Allowable shear values for nails in framing members of other species set forth in Table 23-III-FF of Division III shall be calculated for all other grades by multiplying the shear capacities for nails in Structural I by the following factors: 0.82 for species with specific gravity greater than or equal to 0.42 but less than 0.49, and 0.65 for species with a specific gravity less than 0.42.

[2]Where panels are applied on both faces of a wall and nail spacing is less than 6 inches (152 mm) on center on either side, panel joints shall be offset to fall on different framing members or framing shall be 3-inch (76 mm) nominal or thicker and nails on each side shall be staggered.

[3]Framing at adjoining panel edges shall be 3-inch (76 mm) nominal or wider and nails shall be staggered where nails are spaced 2 inches (51 mm) on center.

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 300
SAN FRANCISCO, CA 94108-5329

JOB NO. 4982 SH. 5A2-8
NO. 17 OF 17
BY CCL DATE 1/14/95

EXHIBIT E
Utilities

EXHIBIT E

UTILITY FEES

) Scope of Service. The Authority shall provide, or cause to be provided, the following utility services to the Premises:

a) Electricity. Electric services will be delivered to all Buildings at the current delivery points. Distribution systems will be maintained and operated to the weather-head for overhead service and to five feet from the exterior of any Building for underground service. Prior to commencing electric service, Subtenant shall submit a service request to the Authority with verification that such Building systems are safe for electric service. Issuance of a temporary certificate of occupancy by the City's Department of Building Inspection shall satisfy such verification requirement. Any changes or improvements to the electric service to the Premises will satisfy the requirements of the PG&E "Green Book".

b) Water. Water service shall be provided to the meter. The subtenant shall be responsible for service from the meter into the building and for pressure reducing devices. Reasonable water quality services and periodic sampling shall be available upon request.

Sewer and Storm System. The Authority shall maintain and operate the primary sanitary and storm collection systems. All sanitary waste mains, lifts and service laterals shall be maintained by the subtenant to the main collection line. All drop inlets, catch basins, lines and lift stations related to the Base's storm system shall be maintained by the Authority.

d) Gas. Natural gas shall be delivered to a service point in each Building. The Authority shall provide gas meters. The subtenant shall be responsible for gas service line from the five foot building line and for the pressure regulator. Prior to commencing gas service, Subtenant shall submit a request to the Authority with certification that such Building systems are safe for gas service. Issuance of a temporary certificate of occupancy by the City's Department of Building Inspection shall satisfy such verification requirement.

) Maintenance and Repair. Except as provided below, the Authority shall maintain and repair, or cause to be maintained or repaired, all such utility systems in good operating condition.

a) Subtenant shall maintain and repair in good operating condition the following components of such utility systems: (i) electrical, from mounted weatherhead or stub out into and including each Building, the main disconnect panel, meter service components, if any, and all parking and pathway lights for individual Buildings, (ii) water, from a meter box into and including each Building, (iii) sewer and storm systems from main

collection system into and including each Building, and all swales and ditches within the Premises, and (iv) gas, from five foot building line into and including each Building, and pilot lights.

3) Access: Cooperation. Subtenant shall provide the Authority and any utility service providers used by the Authority for the purposes stated herein reasonable access in and across the Premises to maintain, repair and operate any such utility services or systems. Subtenant and the Authority shall coordinate all work related to the provision of utility services hereunder and the Authority shall use commercially reasonable efforts to minimize the impacts of such utility maintenance, repair and /or operation on Residential Tenants.

4) Rates. For the first Lease Year, Subtenant shall pay a flat rate of $180 per Rentable Unit per month (the "Base Utility Fee") for the utility services described herein. The Base Utility Fee shall be increased by 4% each succeeding Lease Year. In addition to the Base Utility Fee, subtenant shall pay ~~$25.10~~ $36 per month until the Work is substantially complete for the costs of utility services related to the construction and completion of the Work. For irrigation, the subtenant shall be charged at a rate for 0.7 inches of water coverage per week for areas irrigated from water sources not provided through a meter. Rate shall be established for the months of April through September.

5) Energy Conservation Upgrades. As material consideration for the Base Utility Fee, subtenant shall install and maintain water and energy conservation equipment and construction in all Rentable Units in compliance with the residential energy conservation requirements of the the San Francisco Public Utilities Commission and san Francisco Water Department, including installing and maintaining (i) water heater insulation, (ii) weather-stripping at doors and unheated areas, (iii) low flow shower heads, faucet aerators (where possible based upon existing faucet design), and (iv) low flow toilets or flush reducers on existing toilets. In addition, all exterior spigots shall have anti-siphon devices and area irrigation systems shall have backflow preventors. Subtenant shall also establish an energy conservation education program for Residential Tenants to the reasonable satisfaction of the Authority..

EXHIBIT F
Required Alterations

Exhibit F

PRE-FEASIBILITY REPORT **DRAFT**

26 June 2000

To: Natalie Bonnewit
Community Housing Partnership (CHP)

From: Jim Fagler
Asian Neighborhood Design

Re: TIHDI, Phase 3
CHP Units

GENERAL DESCRIPTION

Scope of project: It is understood that 32 units of housing are to be rehabilitated in five separate residential structures on Treasure Island. It is understood that Community Housing Partnership (CHP) is the developer and service provider of all of the units. It is understood that an interim lease is in place for the transfer of these properties from the US Navy to the City and County of San Francisco. All of the units will be used for homeless or formerly homeless individuals or families It is understood that funding for the project will come from public sources with Davis Bacon, prevailing wage requirements.

This project will consist of units from the 1100 and 1400 series of housing at Treasure Island. The 1100 series structures are virtually identical in construction and rehab requirements. The 1400 series structures are virtually identical in construction and rehab requirements.

GENERAL RECOMMENDATION/SUMMARY

Accessibility: It is assumed that 5% of the units are required to be fully accessible. 5% of 32 units equals **1.6, or two** units. The Mayor's Council on Disability will also prefer that as many units as possible be made "visit-able" above and beyond the accessible units.

- Building **recommended** for accessibility:

  Series 1400 buildings on Flounder Street are on the flattest slopes of any 1400 series buildings and are recommended for accessibility. The ground floor and entries were renovated in the Phase One project, so the amount of work is definable. Since the sites on Flounder Street are relatively flat, access to the units is easier than in other Series 1400 units.

- Buildings **NOT** recommended for accessibility

  Series 1100 units: the existing bathroom and laundry room layout is not as readily adaptable to accessibility without a complete makeover of the ground floor plan. In the 1100 Series a new bedroom would be required to be installed at the ground floor.

General work:

It is recommended that all units be painted inside and carpeted with new linoleum in the kitchens and/or baths. At the exterior, it is recommended that the aluminum siding be spray washed and the trim, carport and trash enclosures be painted at the exterior. For the non-vinyl siding buildings, all exterior surfaces should be painted. All roofs should be inspected and repaired as necessary. Misc. sidewalk repair for accessibility will be required. Voluntary seismic strapping, minor areas of shear plywood installation is recommended. Based on previous work by the John Stewart Company, repair of the existing car ports is required. It is recommended that new toilets be installed throughout. (Previous work by the JS Company has shown problems with the existing toilets) Budget costs should be maintained for clearing of existing drain lines.

BUILDING DESCRIPTION

As understood by Asian Neighborhood Design (AND), the mix of units is as shown below. AND has completed field reviews of the 1100 and 1400 existing residential units on Treasure Island, San Francisco, California.

No drawings of the Series 1100 buildings have been made available to A.N.D. A.N.D. from Phase 1 has drawings of the Series 1400 building. AND is in the process of obtaining drawings of the 1100 series from TIHDI.

BUILDINGS/UNITS reviewed:

Building Number	Total units	2br	3br	4br
1101	8	-	8	-
1107	6	-	4	2
1401	6	6		
1411	6	6	-	-
1413	6	6	-	-
Total	32	18	12	2

Building Addresses:

1101 Bigelow Court, Treasure Island
1107 13th Street, Treasure Island
1401 Sturgeon Street, Treasure Island
1411 Flounder Court, Treasure Island
1413 Flounder Court, Treasure Island

Description of units by building number:

SERIES 1100 RESIDENTIAL

Description:

c. 1966
+/- 1200 sq. ft. per unit (3 bedroom and 4 bedroom)
Two stories, no basements
Slab on grade
Type V, non rated
Aluminum siding
Hipped roof, asphalt shingles
Flat roof free standing car port, built up roof, metal post supports
Forced air furnace, located via exterior door
Wood stained cabinetry, fair condition
Ground floor within 6"-8" of grade

SERIES 1100 GENERAL RECOMMENDATION:

The units are in good condition for residential use. Existing encapsulated ducting and piping at the existing furnace will need to be abated. The furnaces need to be replaced, as well at the water heater, as they have reached the limits of their life cycle. Washer/dryers need to be installed at each units. Repair of the carport framing is required, based on visual observations and scope of work performed by the John Stewart Co. on similar carports.

Series 1100 SCOPE OF WORK

New finish flooring, carpet and sheet vinyl at all units.
Paint interior surfaces.
Power spray wash existing exterior aluminum siding.
Paint exterior car port, trim and trash enclosure.
Repair roof as necessary.
Replace toilets with new low flow toilets.
Replace hardware at entry at four units to be visit-able.
Replace existing furnaces
Replace existing water heaters.
Assume 10% of the doors and windows to be replaced
Assume 15% of the exterior fencing to be repaired
Assume 5% of the siding and gutter to be repaired/replaced
Assume 20% of sliding doors to be replaced
DBI code requirements
Assume as many visit-able units as possible, via lever hardware at the front door, revise and enlarge sidewalk to eliminate threshold problem at entry
New deadbolts and door hardware at entry

SERIES 1400 RESIDENTIAL

Description:

c. 1989
+/- 1000 sq. ft. per unit (2 bedroom)
Two stories, no basements
Post tension slab on grade
Type V, non rated
Stucco exterior
Hipped roof, asphalt shingles
One enclosed parking space per unit
Forced air furnace, located via interior closet door
Wood stained cabinetry, good condition
2 units at grade, 4 units at second floor via exterior stair of metal railing and precast concrete treads

SERIES 1400 GENERAL RECOMMENDATION:

The units are in good condition for residential use. The furnaces need minor repairs and new filters, per the experience with Phase One. The water heater will need to be replaced, per the experience on Phase one as they have reached the limits of their life cycle. Washer/dryers need to be installed at each units. Interior and exteriors need to be painted. Carpets/flooring generally is in good condition. For accessible units in the 1400 series, the sidewalk to the front door must be altered and the garage driveway needs to be enlarged for an accessible parking space. The ground floor bathroom must be demo'd and enlarged and the kitchen must be modified for accessibility. The sliding doors to the back patio must be replaced and the concrete must be repoured.

SERIES 1400 SCOPE OF WORK

Strip parking area for accessible spaces, enlarge existing driveway
New finish flooring, carpet and sheet vinyl at all units.
Paint interior surfaces.
Paint exterior stucco
Overlay roof with new 15 yr. warranty, asphalt shingles
Replace toilets with new low flow toilets as necessary
Replace hardware at entry at two units to be visit-able.
Repair and re-filter existing furnaces
Replace existing water heaters.
Assume 10% of the doors and windows to be replaced
DBI code requirements
Assume two visit-able units, via lever hardware at the front Door and revise and enlarge sidewalk to eliminate threshold problem at entry
Assume two fully accessible units with van parking, remodeled bathroom, Accessible site access and entry

Accessible unit scope of work, in addition to the work as described above:
Install new tub and sink in existing laundry area.
Create new laundry area either at kitchen or at existing storage area.
Remodel existing toilet room to allow for accessible clearances
Remove screen door at entry, provide new lever hardware
Demo and re-pore existing sidewalk to eliminate threshold problem
Remodel existing kitchen by lowering sink cabinet
Rewire range hood to be activated at countertop level
Subdivide living and dining room to create a new bedroom
Install new wood sleepers at back patio to eliminate threshold problem

COST ESTIMATE:

SEE ENCLOSED SPREAD SHEET FOR ASSUMED CONSTRUCTION COSTS. The costs listed below should be added to the enclosed spread sheet.

ADDITIONAL ASSUMED COSTS:

A. Abatement

The Navy has the policy of encapsulation of friable asbestos fibers fulfills their obligation to the lease and negotiation requirements of the change over of the land from the Navy to the City and County of San Francisco. There remains asbestos wrapped piping on various of the building sites, located typically but not exclusively in the boiler room area. It is also assumes that lead abatement of interior and exterior paint surfaces may still exist. Typically, one representative sample of each building type was site verified, therefore the allowance is ba on assumption of similar conditions in additional units. The Navy is in the process of provid abatement services per their agreement in the interim lease. As abatement occurs, reports will become available as to individual building abatement completions by the Navy. Discussion with a General Contractor results in the inclusion of the following allowance for abatement.

Any work performed on equipment adjacent to ENCAPSULATED asbestos will require the asbestos to be ABATED in the work area.

The ALLOWANCE for abatement should be approximately $35,000.

B. Landscaping

Rubicon has proposed a landscaping budget for sod repair, planting, etc. of the all units, in including the 1100 and 1400 series of $420 per unit. These units similar, yet slightly more vegetation.

The ALLOWANCE for landscaping should be approximately $420 x 32 units = $13,440.

C. Utilities

Previous work by John Stewart Co. has revealed many utility lateral problems from the main services in the street to the buildings, due to root infiltration and the system being unused for a substantial amount of time. It is unclear at this time whether the Treasure Island PUC or the project sponsor is responsible for underground repairs. We have been told that the JSC ha.

repaired lateral connections with their own funds, due to time issues involved with occupied units.

The ALLOWANCE for utility repairs that are not covered by should be approximately $40,000.

It is our understanding the MOH Technical Assistance contract will be used for the architectural portion of this project.

Engineering fees are additional to the above construction cost and fees may range from 3% to 5% of the construction cost, mostly for the potential roofing inspection costs, structural review costs and potential mechanical engineering review of existing systems and repair.

Note: Costs as listed are preliminary budget estimates of anticipated construction costs to provide work as described. Inspections by consulting structural, mechanical and electrical engineers are recommended to further define the extent of the work required. The cost estimate does not include permits and fees, relocation and/or temporary loss of services, or conditions not apparent at the time of inspection.

Exclusions:
1. Construction soft cost: legal/administration/financial fees, etc.
2. Reimbursable costs for printing, travel, etc.

cc: File

EXHIBIT G
MOH Deed of Trust

SUBLEASE

Between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

As Sublandlord

And

RUBICON PROGRAMS
A member organization of the
Treasure Island Homeless Development Initiative
As Subtenant

For the Sublease of

52 Housing Units and related premises located on

Former Naval Station Treasure Island
San Francisco, California

Table of Contents

Section | Page

LIST OF EXHIBITS:

SUBLEASE

THIS SUBLEASE (this "Sublease"), dated as of August 15, 2000, is by and between the Treasure Island Development Authority ("Sublandlord"), and Rubicon Programs, a 501(c)(3) California non-profit corporation ("Subtenant").

This Sublease is made with reference to the following facts and circumstances:

A. Former Naval Station Treasure Island (the "Base" or "Property") was previously selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510 and its subsequent amendments, and is currently owned by the United States of America, acting by and through the Department of Navy ("Master Landlord").

B. In 1994, a Citizen's Reuse Committee, representing a broad spectrum of community interests, was formed to review reuse planning efforts regarding the Base and to make recommendations to the City of San Francisco's ("City's") Planning Commission and Board of Supervisors, and in July 1996, after an extensive community planning effort, a Draft Reuse Plan for Base was unanimously endorsed by the City's Mayor, Board of Supervisors, Planning Commission and the Citizens Reuse Committee.

C. The Draft Reuse Plan was forwarded to the Department of Defense in July 1996 to serve as the guiding document for the Navy and the City in their preparation of a joint Environmental Impact Statement/Environmental Impact Report for redevelopment of the Base.

D. On May 2, 1997, the Board of Supervisors of the City and County of San Francisco passed Resolution No. 244-97-003, authorizing the Mayor's Treasure Island Project Office (the "Project Office") to establish the Sublandlord as a nonprofit public benefit corporation for the purpose of overseeing and implementing the redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the Sublandlord.

E. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Sublandlord as a redevelopment agency under California redevelopment law with authority over the Base, and, (ii) with respect to those portions of the Base which are former tide or submerged lands, vested in the Sublandlord the authority to administer the public trust for commerce, navigation and fisheries as to such property.

F. Under the Act and the Sublandlord's Articles of Incorporation and Bylaws, the Sublandlord has the power and authority, subject to applicable laws, to sell, sublease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the real property located on the Base.

G. Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of Supervisors and approved by the United States Department of

Housing and Urban Development (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement").

H. Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease up to 90 of the housing units on Yerba Buena Island (41 of which are to remain available to the Sublandlord for up to five years) and up to 285 housing units on Treasure Island for homeless San Franciscans, as more particularly described in the TIHDI Agreement (together, the "TIHDI Units").

I. Pursuant to a separate agreement between TIHDI and the Sublandlord, dated March 1, 1999, as amended (the "Sharing Agreement"), Sublandlord will utilize in connection with its sublease to the John Stewart Company certain TIHDI Units.

J. Subtenant is a member organization of TIHDI and has prepared a plan for the provision of supportive housing for homeless families (the "Plan"), a copy of which Plan is attached hereto as Exhibit A and has been approved by the Sublandlord.

K. For the purpose of this Sublease and other subleases with TIHDI member organizations, Master Landlord and Sublandlord entered into a lease dated September 1, 1999, as amended (the "Master Lease"), a copy of which is attached hereto as Exhibit B. Under the Master Lease, Master Landlord leased to Sublandlord, among other things, certain units of unoccupied housing on the Base, as well as certain related facilities and common areas, for the purpose of subleasing those units to TIHDI member organizations.

L. The Plan requires the use of approximately 52 housing units and certain related facilities on the Base, all as more particularly shown on Exhibit C attached hereto (together, the "Premises")

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Sublandlord and Subtenant hereby agree as follows:

1. PREMISES

1.1. Subleased Premises. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises, including the improvements thereon.

1.2. As Is Condition of Premises.

1.2.1. Inspection of Premises. Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them, ("Subtenant's Agents") of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report and the Structural Report referenced in Section

1.2.2 below and the Joint Inspection Report referenced in Section [6] of the Master Lease.

1.2.2. As Is; Disclaimer of Representations. Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises ("Laws") governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below) (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and/or otherwise permitted under this Sublease, (v) the safety of the Premises, whether for the use of Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants, including any residents or service providers under the Plan ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

1.2.3. Seismic Report. Without limiting Section 1.2.2 above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,*" prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco, (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit D-1. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on the Property and affecting the Premises and points out that in the area of the Property where many portions of the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event,

there is a significant risk that structures or improvements located on or about the Premises may fail structurally and collapse.

1.2.4. Structural report. Without limiting Section 1.2.2 above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain *Treasure Island Study, Seismic Evaluation of the 1440 Series Housing* prepared by SOH and Associates, dated May 22, 1996, a copy of the cover page of which is attached hereto as Exhibit D-2 (the "Structural Report"). The Structural Report, among other matters, notes that the housing units located in the 1400 Series housing do not currently meet the Federal government's FEMA-178 seismic life-safety standards and that such housing units may not provide life-safety for occupants in the event of an earthquake unless certain seismic upgrades are completed. As provided in Sections 6.1 and 9.1 below, the completion of improvements necessary to bring the Premises into compliance with the FEMA-178 seismic life-safety standards is a condition precedent to this Sublease.

2. COMPLIANCE WITH MASTER LEASE

2.1. Incorporation by Reference. All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein

2.2. Compliance with Master Lease. Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any work, services, repairs, repainting, restoration, the provision of utilities, ventilation or air-conditioning services, or the performance of any of Sublandlord's or Master Landlord's obligations under the Master Lease.

2.3. Automatic Termination. If the Master Lease terminates for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

3. TERM

3.1. Term of Sublease. The Premises are subleased for a term (the "Initial Term") of fifteen (15) years commencing on August 15, 2000 (the "Commencement Date") and expiring on August 15, 2015 (the "Expiration Date"), unless sooner terminated or extended pursuant to the terms of this Sublease.

3.2. Effective Date. This Sublease shall become effective on the date (the "Effective Date") upon which (i) the Parties hereto have duly executed and

delivered this Sublease and (ii) Sublandlord's Board of Directors and the City's Board of Supervisors have approved this Sublease.

3.3. Buy-Out Clause. In the event Sublandlord enters into an agreement with a private-sector or non-profit entity other than TIHDI or a TIHDI member organization (a "Developer") to develop all or part of the Premises (the "Reverter Premises"), this Sublease shall terminate and Subtenant shall vacate the Reverter Premises on the following conditions:

3.3.1. Subtenant shall vacate and surrender the Reverter Premises in accordance with the provisions of Section 17 of this Sublease within 180 days of Subtenant's receipt of written notice thereof from Sublandlord.

3.3.2. Prior to the expiration of such notice period, Sublandlord shall pay to Subtenant out of all proceeds received from such Developer for the Reverter Premises the Replacement Set-Aside described in the TIHDI Agreement or, in lieu of such Replacement Set-Aside, Sublandlord may elect to provide Subtenant with an equal number of comparably clustered replacement units elsewhere on the Base of comparable size and condition as contained in the Reverter Premises.

4. TRIPLE NET LEASE

4.1. Subtenant's Responsibility to pay Expenses. This is a "triple net" Sublease. Accordingly, Subtenant shall be responsible for any and all charges, costs and expenses related to its use, occupancy, operation or enjoyment of the Premises or any Alterations permitted thereon, including, without limitation, the costs described in this Section 4 ("Expenses") and any late charges, interest or penalties due and owing as a result of Subtenant's failure to pay such Expenses when due.

4.2. Taxes and Assessments, Licenses, Permit Fees and Liens.

4.2.1. Payment Responsibility. Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.

4.2.2. Taxability of Possessory Interest. Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

4.2.3. No Liens. Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon

any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

4.2.4. Reporting Information. Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

4.2.5. Evidence of Payment. Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

4.3. Utilities. Sublandlord shall provide to the Premises and Subtenant shall pay for the basic building utilities and services described in the attached Exhibit E. (the "Standard Utilities and Services"). Subtenant shall pay all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E. Subtenant shall further be responsible for paying all costs of maintaining and repairing such utilities as set forth in Exhibit E. Subtenant shall be responsible for furnishing, at its sole costs, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises.

4.4. Navy Cam Charges. Subtenant shall pay all amounts due and owing to the Master Landlord under the Master Lease, including any Common Area Maintenance Charges due thereunder ("Navy CAM Charges"). The current Navy CAM Charges for the Premises will be $_____ per month upon occupancy by Subtenant, as provided under the Master Lease.

5. USE; COVENANTS TO PROTECT PREMISES

5.1. Subtenant's Permitted Use. Subtenant may use the Premises for the purposes of the Plan described on Exhibit A attached hereto and in a manner consistent with the TIHDI Service Plan approved by Sublandlord's Board of Directors, and for no other purpose.

5.2. Subtenant's Access to the Premises. As provided in Section [30] of the Master Lease, Subtenant will have access to the Premises on a 24-hour, seven-days-a-week basis, provided however that Subtenant shall coordinate such access with the local representative of Master Landlord.

5.3. Rules and Regulations. Subtenant agrees to adhere to all rules and regulations regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time and which are provided to Subtenant in advance of the enforcement thereof.

5.4. Easements. This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"), provided that, as provided in Section [29] of the Master Lease,

Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

5.5. No Interference with Navy Operations. Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over the Subtenant's use of the Premises in the event of any conflict, provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operations hereunder.

5.6. No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any unlawful offensive, noisy or hazardous use or any waste on or about the Premises ("Nuisances or Hazards"). Subtenant shall eliminate any Nuisances or Hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property, except as specifically provided in the Plan.

6. ALTERATIONS

6.1. Required Alterations. Prior to occupancy under this Sublease and as a material condition hereof, Subtenant shall make and complete the improvements to the Premises described on Exhibit F hereto (the "Required Alterations").

6.2. Other Alterations. Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions in, to or about the Premises that would require the issuance of a building permit under applicable Laws ("Alterations"), other than the Required Alterations, without Sublandlord's prior written consent in each instance, which consent may be given or withheld in Sublandlord's sole and absolute discretion. Any Alterations, including the Required Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion

thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material changes from the plans and specifications approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of such construction at all times during normal business hours.

6.3. Ownership of Alterations. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 6 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations, other than the Required Alterations, from the Premises in accordance with the provisions of Section 17 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of this Section 6, requires as a condition to approval of any such Alterations that the Alterations remain on the Premises following the expiration or termination of this Sublease or unless Sublandlord as a condition of such approval reserves the right to elect by notice to Subtenant not less than sixty (60) days prior to the end of the Term to have such Alterations remain on the Premises.

6.4. Subtenant's Personal Property. All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and may be removed by it subject to the provisions of Section 17 hereof.

7. REPAIRS AND MAINTENANCE

7.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.

7.2. Other maintenance Services. Without limiting any of its other obligations hereunder, Subtenant shall provide and perform, or cause to be provided and performed, at its sole cost, (i) reasonable janitorial services for the exterior and interior positions of the Premises, (ii) pest control services required within the Premises, keeping the Premises free of all pests at all times and (iii) the removal of trash and debris from the Premises on a regular basis.

7.3. No Right to Repair and Deduct. Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder.

8. MECHANICS LIENS

8.1. Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within thirty (30) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days'

prior written notice of the commencement of any repair or construction on any of the Premises.

9. COMPLIANCE WITH LAWS

9.1. Compliance with Laws. Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary, related to Subtenant's use of the Premises. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below). No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation

9.2. Certificates of Occupancy. Without limiting the generality of Section 9.1 above, Subtenant shall, at its sole cost, obtain all required certificates of occupancy from the City's Department of Building Inspection necessary to comply with applicable Laws, including certification that the Premises satisfy the FEMA-178 seismic life-safety standard, prior to use and occupancy of the Premises.

9.3. Regulatory Approvals.

9.3.1. Responsible Party. Subtenant understands and agrees that Subtenant's use of the Premises and construction of Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ('Indemnify") the Sublandlord, including, but not limited to, its officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties") against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments

and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

9.4. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

10. ENCUMBRANCES

10.1. Encumbrance by Subtenant. Notwithstanding anything to the contrary contained in this Sublease, but except as provided in Exhibit G attached hereto, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed.

11. DAMAGE OR DESTRUCTION

11.1. Insured Damage or Destruction to the Premises. In the event of damage to or destruction of all or any portion of the Premises which materially adversely affects the intended use of such Premises ("Damage") by a casualty covered by the insurance required to be carried by Subtenant under Section 15 below (the "Required Insurance"), this Sublease shall continue and Subtenant shall, to the extent permitted under applicable Laws, at its sole cost and with reasonable promptness and diligence, restore, repair, replace or rebuild those portions of the Premises so Damaged (the "Damaged Premises") as nearly as possible to the same condition, quality and class the Damaged Premises were in immediately before such casualty ("Repair"), provided however that, in the event applicable Laws prohibit the Repair of all or some portions of the Damaged Premises, the proceeds of the Required Insurance allocable to such Damaged Premises shall first be applied to satisfy any requirements related to such Damage under the Master Lease, and the remaining proceeds shall be paid to Sublandlord.

11.2. Uninsured Damage or Destruction to the Premises. In the event of Damage by earthquake or any other casualty, not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, and not covered by the Required Insurance, Subtenant may either, at its sole cost, promptly Repair the Damaged Premises or terminate this Sublease with respect to such Damaged Premises and surrender such Damaged Premises in accordance with any applicable requirements of the Master Lease and Section 17 of this Sublease, and, thereafter, both Parties shall be relieved of any liability for such termination or for repairing such damage. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of such a casualty.

11.3. Damage or Destruction Caused by Sublandlord. If any portion of the Premises is Damaged by the negligence or willful misconduct of Sublandlord, Sublandlord shall, to the extent permitted by applicable Laws, immediately and at its sole cost, Repair all such Damage and restore the Damaged Premises to its previous condition. If applicable Laws prohibit such Repair, Sublandlord shall use its best efforts to make available to Subtenant on the same terms and conditions contained in this Sublease an equal number of comparably clustered replacement units elsewhere on the Base (of comparable size and condition) as the number of such units which cannot be rebuilt or repaired under applicable Laws. The scope of Subtenant's responsibility for Damage or destruction caused by Subtenant, its Agents or Invitees, shall be governed by Subtenant's indemnity obligations under Section 14.2 below, and as otherwise provided under this Sublease.

11.4. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

12. ASSIGNMENT AND SUBLETTING

12.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or, except as specifically provided in the Plan, permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises, without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion.

12.2. Property Maintenance and Management Contracts. Contracts related to the provision of maintenance and property services to the Premises, such as the provision of those services described in Section 7 above, shall be subject to the prior written approval of the Sublandlord, which approval shall not be unreasonably withheld or delayed.

13. DEFAULT; REMEDIES

13.1. Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

13.1.1. Expenses. Any failure to pay Expenses within ten (10) days after such sums are due;

13.1.2. Covenants Conditions and Representations. Any failure to perform or comply with any other covenant, condition or representation made under this Sublease, provided Subtenant shall have a period of thirty (30) days from the date of written notice from Sublandlord of such failure within which to cure

such default under this Sublease, or, if such default is not capable of cure within such 30-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 30-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord.

13.1.3. Vacation or Abandonment. Any abandonment of the Premises for more than fourteen (14) consecutive days; and

13.1.4. Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

13.1.5. Prohibited Use. Use of the Premises by Subtenant for any purposes other than the purposes described in the Plan.

13.2. Remedies. Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

13.2.1. Terminate Sublease and Recover Damages. The rights and remedies provided by law California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

13.2.2. Appointment of Receiver. The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

13.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease and Subtenant has not commenced to cure such default within thirty (30) days, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of

Default or any rights or remedies of Sublandlord on account of such Event of Default.

14. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

14.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Building due to an earthquake or subsidence, except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties (except as provided in Section 14.1.5 below). Without limiting the generality of the foregoing:

14.1.1. Subtenant expressly acknowledges and agrees that Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause, except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties (except as provided in Section 14.1.5 below)

14.1.2. Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.

14.1.3. As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related

improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

14.1.4. Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.

14.1.5. Without limiting any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Indemnified Parties decision to Sublease the Premises to the Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

14.1.6. Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 14.1.

14.1.7. In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.

14.1.8. Subtenant had made such investigation of the facts pertaining to these waivers and releases it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

14.1.9. In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor." Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

14.2. Subtenant's Indemnity. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or

complete collapse of buildings, structures or improvements located on the Base due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees, (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises, (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises, (f) any construction or other work undertaken by Subtenant on or about the Premises whether before or during the Term of this Sublease; or (g) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, or of any trespassers, in, on or about the Premises or any Alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties. Notwithstanding the foregoing, Subtenant's obligations to indemnify the Indemnified Parties under this Section 14.2 shall remain in full force and effect regardless of whether or not the Indemnified Parties' decision to Sublease the Premises to the Subtenant, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to Section 11 above, Subtenant shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty not caused by Subtenant.

14.3. Master Landlord's Section 330 Environmental Indemnity. The Parties hereby acknowledge and agree that, pursuant to Section 330 of Public Law 102-484, as amended, Master Landlord shall hold harmless, defend and indemnify (the "Section 330 Indemnity") the Authority and Subtenant from and against any suit, claim, demand, action, liability, judgment, cost or fee, arising out of any claim for personal injury or property damage (including death, illness, loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum product, or petroleum derivative from or on the Premises as a result of Department of Defense activities at the Base.

15. INSURANCE

15.1. Subtenant's Insurance. Subtenant shall procure and maintain throughout the Term of this Agreement for the mutual benefit of the Sublandlord and Subtenant, and pay the cost thereof, the following insurance:

15.1.1. Builder's Risk Insurance. Builder's risk insurance on an ISO "all-risk" form, and including the Sublandlord as named insured as its interests may appear, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of the Premises, including coverage off-site and in transit for all materials to be incorporated to the Premises, with any deductible not to exceed $25,000 each loss.

15.1.2. Professional Liability Insurance. Professional Liability insurance with limits not less than $1,000,000 each claim and aggregate, including coverage for negligent acts, errors or omissions arising out of professional services performed under this Sublease, including the Plan, with any deductible not to exceed $25,000 each claim.

15.1.3. Property Insurance. Property insurance on an ISO Causes-of-Loss special form, excluding earthquake and flood for one hundred percent (100%) of the replacement value of the Premises, and including the Sublandlord as named insured as its interests may appear, with a deductible not to exceed $50,000 each loss.

15.1.4. Commercial General Liability Insurance. Commercial General Liability insurance, including without limitation, Contractual Liability, Personal Injury, Broadform Property Damage, Independent Contractors, Explosion-Collapse-Underground (XCU), and Products and Completed Operations insurance, in an amount not less than $2,000,000 combined single limit. Such insurance shall provide coverage at least as broad as provided under ISO Form Number CG-00-01-11-88.

15.1.5. Workers Compensation Insurance. Worker's compensation insurance with employer's liability insurance covering all persons employed and with respect to whom death or bodily injury claims that could be asserted against the Sublandlord, Subtenant, or the Premises in an amount not less than $5,000,000 each accident.

15.1.6. Automobile Liability Insurance. Automobile liability insurance with limits not less than $1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, if Subtenant uses or causes to be used automobiles in connection with its use of the Premises. Such insurance shall provide coverage at least as broad as provided under ISO Form Number CA-00-01-06-92.

15.1.7. Watercraft and Aircraft Insurance. Should Subtenant operate or cause to be operated any aircraft or watercraft in performance of its activities under this Sublease, insurance for such operations, in amount, form and with insurers reasonably satisfactory to the Sublandlord, shall be obtained, paid for, and maintained by Subtenant throughout such operations.

15.2. General Requirements. All insurance provided for under this Sublease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by the Sublandlord. Should any of the required insurance be provided under a claims-made form, Subtenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Sublease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Sublease, such claims shall be covered by such claims-made policies.

15.3. Required Endorsements. All liability insurance policies shall be endorsed to provide the following:

15.3.1. That all such polices cover the Sublandlord and Master Landlord as an additional insureds.

15.3.2. That all such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Sublease and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

15.3.3. That all such polices shall include coverage for liability assumed under this Sublease as an "insured contract" for the performance of Subtenant's indemnity obligations under this Sublease.

15.3.4. All such policies shall be endorsed to provide thirty (30) days' advance written notice to Sublandlord of cancellation, non-renewal or reduction in coverage, mailed to the address(es) for Sublandlord set forth in Section 19.1 below.

15.4. Certificates. Subtenant shall deliver to Sublandlord certificates of insurance in form and with insurers satisfactory to Sublandlord, evidencing the coverages required hereunder, on or before the Commencement Date, and Subtenant shall provide Sublandlord with certificates thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event Subtenant shall fail to procure such insurance, or deliver such certificates, Sublandlord may, at its option, procure the same for the account of Subtenant, and the cost thereof shall be paid to Sublandlord within five (5) days after delivery to Subtenant of bills therefor.

15.5. No Limitation on Indemnities. Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.

15.6. Lapse of Insurance. Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in the Sublandlord's sole and absolute

discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

15.7. Subtenant's Personal Property. Subtenant shall be responsible, at its expense, for separately insuring Subtenant's Personal Property.

15.8. Waiver of Subrogation. Sublandlord and Subtenant each hereby waive any right of recovery against the other party maintaining a policy of property insurance covering the Premises and their contents, or any portion thereof, for any loss or damage sustained by such other party with respect to the Premises, or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, but only to the extent such loss or damage is actually covered by such insurance.

16. ACCESS BY SUBLANDLORD

16.1. Access to Premises by Sublandlord.

16.1.1. General Access. Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.

16.1.2. Emergency Access. In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

16.2. No Liability. Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting from the negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

16.3. Access to Premises by Master Landlord. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

17. SURRENDER

17.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under

Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for the Required Alterations and any other Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 6.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

17.2. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises.

18. HAZARDOUS MATERIALS

18.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation,

production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Without limiting the foregoing, Subtenant acknowledges and agrees that it shall be bound by and will comply with the environmental protection provisions provided for in Section 13 of the Master Lease. Notwithstanding the foregoing, Subtenant may reasonably use those Hazardous Materials related to the normal maintenance an operation of residential facilities in accordance with all applicable Laws.

18.2. Subtenant's Environmental Indemnity. If Subtenant breaches any of its obligations contained in Section 18.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 14.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against all any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

18.3. Acknowledgment of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease.

19. GENERAL PROVISIONS

19.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid as follows:

Notice Address of Sublandlord:	City and County of San Francisco Treasure island Project Office 410 Palm Avenue Building 1, Room 217 Treasure Island San Francisco, CA 94130 Attn: Executive Director Tel. No.:415-274-0660 Fax No.: 415-274-0299
With a copy to:	Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Michael S. Cohen Tel. No.:415-554-4722 Fax No.: 415-554-4755
Notice Address of Subtenant:	Rubicon Programs _____ _____ San Francisco, CA 94--- Attn:
Notice Address of Master Landlord:	Commanding Officer (Code 24) Engineering Field Activity West Naval Facilities Engineering Command 900 Commodore Drive San Bruno, CA 94066

Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such

attempted delivery is in compliance with this Section 19.1 and applicable Laws, shall be deemed receipt of such notice.

19.2. Estoppel Certificates. Upon Sublandlord's request, Subtenant shall execute, acknowledge and deliver to Sublandlord, or such persons or entities designated by Sublandlord, a statement in writing certifying: (a) the Commencement Date and Term of this Sublease, (b) that this Sublease is unmodified and in full force and effect (or, if there have been modifications, that the Sublease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Sublease (or if so, specifying the same), (d) the dates, if any, to which the Rent has been paid, and (e) any other information reasonably required by the Sublandlord.

19.3. No Implied Waiver. No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach of this Sublease, irrespective of the length of time for which such failure continues, no acceptance of partial non-performance during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the non-performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of default or the non-performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or non-performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

19.4. Amendments. Neither this Sublease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

19.5. Authority. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosure set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.

19.6. Joint and Several Obligations. The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

19.7. Interpretation of Sublease. The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

19.8. Successors and Assigns. Subject to the provisions of Section 12, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.

19.9. Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.

19.10. Severability. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.

19.11. Governing Law. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.

19.12. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes al prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein. Notwithstanding the foregoing, the Parties shall make a good faith effort to negotiate mutually acceptable changes to this Sublease, if any, within ninety (90) days of the date hereof, provided however, that such changes, if any, shall be subject to the approval of the Master Landlord.

19.13. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

19.14. Time of Essence. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

19.15. Cumulative Remedies. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

19.16. Survival of Indemnities. Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.

19.17. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

19.18. Recording. Subtenant agrees that it shall not record this Sublease or any memorandum or short form hereof in the official records of any county.

19.19. Non-Liability of Indemnified Parties', officials, employees and Agents. No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Agreement.

19.20. No Discrimination. Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.

19.21. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19.22. Master Landlord's Consent. This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord

20. SPECIAL CITY PROVISIONS

20.1. Signs. Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

20.2. Public Transit Information. Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.

20.3. Non-Discrimination.

20.3.1. Covenant Not to Discriminate. In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.

20.3.2. Sub-subleases and Other Subcontracts. Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such subtenant or other subcontractor in substantially the form of subsection 20.3.1 above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

20.3.3. Non-Discrimination in Benefits. Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code. Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC").

20.3.4. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.

20.4. No Relocation Assistance; Waiver of Claims. Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated or expires by its own terms, and Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Sublease with respect to a Taking.

20.5. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages then to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

20.6. Tropical Hardwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

20.7. Conflicts of Interest. Subtenant states that it is familiar with the provisions of Section 8.105 and 8.106 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Subtenant further certifies that it has made a complete disclosure to the Sublandlord of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the Sublandlord presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for the Sublandlord's termination and cancellation of this Sublease.

20.8. Burma (Myanmar) Business Prohibition. Subtenant is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in Section 12J.2(G) of the San Francisco Administrative Code. Sublandlord reserves the right to terminate this Sublease for default if Subtenant violates the terms of this clause. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Subtenant to comply with any of its requirements shall be deemed a material breach of this Sublease. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit under this Sublease, or 10% of the total amount of the Sublease, or $1,000, whichever is greatest. Subtenant acknowledges and agrees the liquidated damages assessed shall be payable to the City upon demand and may be setoff against any moneys due to the Subtenant from this Sublease.

20.9. Prevailing Wages for Construction Work. Subtenant agrees that any person performing labor in the construction of Alterations under this Sublease shall be paid not less than the highest prevailing rate of wages and that Subtenant shall include in any contract for construction of such improvements a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant further agrees that, as to the construction of such improvements under this Sublease, Subtenant shall comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Sections 6.33 through 6.45 of the San Francisco Administrative Code that relate to payment of prevailing wages. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord every two

weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Alterations.

20.10. Prohibition of Tobacco Advertising. Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City or the Authority, including the Premises. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or other tobacco products or the name of any cigarette or other tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state; local or nonprofit entity designed to communicate the health hazards of cigarettes and other tobacco products or to encourage people not to smoke or to stop smoking.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

SUBTENANT:

Rubicon Programs,
a 501(c)(3) California non-profit corporation

By:_____

Its: _____

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY,
a non-profit public benefit corporation

By: _____
Annemarie Conroy
Its: Executive Director

Approved as to Form:

_____
Deputy City Attorney

EXHIBIT A
The Plan

1. POPULATION SERVED

The population served by this program will be homeless families who are involved in the welfare to work program or are homeless low-income wage earners. DHS has indicated that 7% (750) of their CalWORKS clients are homeless. The Department of Human Services and its service contractors will be providing support services for CalWORKS participants. Federal TANF, state CalWORKS and San Francisco County funds will be used to provide a comprehensive service package including:

- Job Training and Placement
- Job Retention and Advancement
- Education
- Child Care
- Substance Abuse Treatment
- Mental Health Treatment
- Transportation Services
- Ancillary expenses related to employment
- Personal Counseling

2. SERVICE PROVIDERS EXPERIENCE

Both Rubicon and Catholic Charities have a proven track record and long history of providing services to low income and special needs groups. Catholic Charities serves more than 70,000 children, families and individuals of all faiths each year through 37 programs at 23 sites in San Francisco, San Mateo and Marin Counties. They receive no funding from the Catholic Church and more than 92% of every dollar goes directly to those served, making Catholic Charities one of the most efficiently run corporations in the nation. Additionally, Catholic Charities offers a continuum of services, including but not limited to services for homeless and low-income families, behavioral healthcare services, persons affected by HIV/AIDS, aging services, and immigration and refugee services.

Rubicon Programs is a nationally recognized community based organization based in Contra Costa County, California, that serves several at-risk populations in unique and innovative ways. For 25 years, Rubicon has built housing, provided employment services, mental health services and created jobs to assist individuals who have disabilities, are homeless or who are otherwise economically disadvantaged.

Rubicon Programs operates ten transitional and permanent housing sites in West Contra Costa County. These units provide low income housing plus support services for men, women and children who are homeless, senior citizens, and people with a mental or physical disability. Rubicon Programs also owns and manages the Micheal Farber-Church Lane Apts in San Pablo, a 22 unit tax credit project in The City of San Pablo. Fifteen units are for very low and low income families and seven units are for formerly homeless and /or disabled adults. Additionally, Rubicon Programs has a 28 unit housing development, the Idaho Apartments, under-construction in the City of El Cerrito. This complex is designed to provide housing for very low-income homeless individuals disabled by mental illness or HIV/AIDS.

Services Offered

Residents of Rubicon's Supported Housing Program participate in independent living services and employment services throughout their tenancy in our housing. On site housing counselors work closely with each resident to develop an individual service plan that supports self-sufficiency, identifies service needs and assist residents with achieving goals that support continued independence and success.

3. DESCRIPTION OF SERVICES PROVIDED

In accordance with the Support Services Plan and the Property Management Plan, a service coordinator, employed by Catholic Charities San Francisco (CCASF), will be responsible for coordinating the delivery of services for Rubicon's supportive housing services. The Service Coordinator, employed 1.0 FTE, will ensure that the CCASFs staff:

- Provide community and social service linkage to residents upon request or as needed;
- Assist Rubicon in screening all potential tenants;
- Perform the following program support services functions: case management services, which may include, rehabilitation, vocational and employment assistance; general health and dental service referrals; income support and benefits; substance abuse counseling and referrals; consumer and family involvement; and community programs and youth activities.

2. Conduct an initial needs assessment and develop an individual self-sufficiency plan for each client, including a periodic evaluation and update of the service plan as the needs of the client change.

3. Refer residents, when needed or upon request, to any and all services requested by tenants which cannot be provided by CCASF. This might include services provided by the Consumer Credit Counseling Services, Treasure Island Health Center, CCASF Family Resource Center and/or services provided by other Treasure Island Homeless Development Initiative (TIHDI) member agencies.

4. Provide crisis intervention as needed and when requested by Rubicon or provide consultation in the management of disputes or differences between residents and property management.

5. Assist clients in understanding their rights and responsibilities under a tenant lease. This includes explaining the eviction and appeal process.

- Provide the following administrative services:

    1. Keep all records regarding program supportive services as required by DHS regulations and those of other funding sources.

    2. Cooperate with Rubicon in monitoring and/or conducting audits or other reporting requirements with respect to project funders.

- CCASF agrees to additionally provide the following services to individuals covered under this agreement:

    1. Encourage supportive activities which will help clients develop the skills, information and abilities needed to utilize the resources of the TIHDI community as well as the larger community, including family, friends, job and school.

2. Facilitate access to treatment services for health services, social services and physical health needs. This might include referral and advocacy to counseling, substance abuse treatment and other identified needed services.

3. Help clients learn to use public transportation.

4. Help clients access pre-vocational and vocation/employment assistance, peer counseling, substance abuse counseling, special needs skills training, and tenants' rights education.

Rubicon as developer and owner of these 50 Treasure Island apartments will be responsible for asset management and overseeing the ongoing duties of repair, maintenance, management and operation. Rubicon will, in accordance with the Management and Social Services Plans:

- Ensure that all regulatory and funding requirements are met;

- Prepare all budgets and cost estimates, excluding budgets related to the provision of social services;

- Arrange for liability and property insurance;

- Pay project bills

- Provide monthly financial reports and any other required information for regulatory and funding agencies;

- Maintain a fully leased building ;

- Carry out rent collection and administration;
- Oversee tenant relations with management regarding notices and evictions;
- Enforcement of house rules, policies and procedures;
- Provide building and equipment maintenance and repair;
- Provide janitorial and landscape maintenance services (common areas only); and,
- Provide capital improvements

Additionally, Rubicon will have on its staff a Social Services Coordinator who will ensure that connections are maintained with the service providers. For those not in the CalWORKS program, Rubicon will contract with other San Francisco based service providers for any of the above needed services.

4. RATIONALE FOR PROVIDING SERVICES

Providing housing and comprehensive services will help to ensure that families continue to progress toward self-sufficiency. Family stability will be enhanced and a supportive environment created.

5. EVALUATION OF SERVICE EFFECTIVENESS PLAN

Evaluation will be conducted in a number of ways. Monthly monitoring reports may be submitted to the operations director on a monthly basis and results discussed. These reports reflect monthly statistics that measure the number of individuals serviced, outcomes, referrals to other agencies, timelines of services, and additional services provided. The program will be regularly evaluated to ensure the maximization of resources.

Externally, we plan to provided monthly, quarterly and annual reports to the Department of Human Services. These evaluations will reflect both quantitative and qualitative information, as well as service and outcome objectives.

In addition to internal and external reporting requirements, the effectiveness of the program may be evaluated by customer satisfaction surveys, feedback provided by the advisory board, exit questionnaires, case management/case reviews, and the constant evaluation of our objectives. Specifically, we seek to ascertain if we are meeting objectives, and that they remain relevant reflecting changing conditions.

6. ANNUAL COST OF SERVICES (including line item budget, estimated FTEs, proposed funding for the services and the status of commitment of funding by other entities and/or linkage agreements for the funds for services by other entities).

	10/1/00-6/30/01 9 months	7/1/01-6/30/02 12 months 3% increase
Personnel		
Service Coordinator (1)	$ 30,000	$ 41,200
Employment Specialist (1)	$ 24,000	$ 32,960
Case Managers (2)	$ 47,170	$ 64,780
Substance Abuse/Mental Health Resource Specialist	$ 28,500	$ 39,140
		$ -
Subtotal Personnel	$ 129,670	$ 178,080
Fringe @ 25%	$ 32,418	$ 44,520
Total Personnel	**$ 162,088**	**$ 222,600**
		$ -
Operating Expenses		$ -
Telephone	$ 2,500	$ 3,433
Office Supplies	$ 1,500	$ 2,060
Insurance	$ 5,000	$ 6,867
Postage	$ 500	$ 687
Travel	$ 2,500	$ 3,433
Training	$ 2,500	$ 3,433
Space Rental	$ 30,000	$ 41,200
Utilities	$ 2,400	$ 3,296
Program Supplies	$ 3,000	$ 4,120
Misc	$ 1,762	$ 2,420
	$ 51,662	$ 70,949
		$ -
Grand Total	**$ 213,750**	**$ 293,549**

EXHIBIT B
The Master Lease

EXHIBIT C
Premises Description

EXHIBIT D-1
Seismic Report

EXHIBIT D-2
Structural Report

Exhibit D-1, D-2
Structural / Seismic

Structural
Design
Engineers
120 Montgomery Street Suite 1410
San Francisco, California 94104
415 781-1505 • Fax 415 781-2718
sdesf.com

Rajendra Sahai, SE
Principal
John W. Laws, SE
Principal
Steven L. Lepisto, SE
Principal

FEMA-178 Certificate

Annemarie Conroy, Executive Director
Treasure Island Development Authority
Building 1 - Treasure Island
San Francisco, CA 94130

June 30, 2000

RE: Certificate of Satisfaction of FEMA-178 seismic life standard in connection with the leasing of certain residential units under that certain sublease, Development Marketing and Property Management Agreement (the Agreement), by and between the Rubicon Program, Inc. (Subtenant and the Treasure Island Development Authority (Sublandlord).

Dear Ms. Conroy:

In our professional opinion, the residential buildings 1410 Flounder, 1412 Flounder, and 1408 Sturgeon would meet or exceed the life safety level of performance specified in the FEMA (Federal Emergency Management Agency) 178 titled ANEHRP (National Earthquake Hazard Reduction Program) Handbook for Seismic Evaluation of Existing Buildings, dated June 1993, if they underwent through the strengthening requirements detailed in the attached construction document copies. Based upon our previous analysis, tests, review of construction drawings, field inspection of identical units (1400 series of the 6 unit buildings), we developed a retro-fitting scheme which was reviewed and approved by a peer reviewer (SOHA) and by the SFDPW special plan checker. The construction of this scheme took place last year for 12 buildings. While developing the retro-fitting scheme, we have, among other things, specifically considered the condition of the soils underlying such units and have read and understand that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristic Building and Infrastructure Conditions*, prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco. As stated in this report, liquefaction, lateral spreading and/or consolidation of the underlying soils can be expected in an earthquake. It is our professional opinion that it is unlikely that such soil movement will cause sufficient damage to these buildings to reduce the life safety level below that specified in the FEMA-178 handbook if they would have gone through the strengthening requirements as detailed in the attached construction document copies.

This certificate is exclusively for the benefit of, and may be relied on only by, the Treasure Island Development Authority, the City ad County of San Francisco and the Rubicon Programs, Inc. Please acknowledge your receipt of this Certificate by signing and returning a copy of this Certificate.

Structural Design Engineers, Inc.

By: Samir Bustami, SE

Title: Associate

Acknowledgment of Receipt:
Treasure Island Development

By: _____
Its: Executive Director
Dated:

Exhibit D-1, D-2
Structural | Seismic

FEMA-178 Certificate

Annemarie Conroy, Executive Director
Treasure Island Development Authority
Building 1 - Treasure Island
San Francisco, CA 94130

June 30, 2000

RE: Certificate of Satisfaction of FEMA-178 seismic life safety standard in connection with the leasing of certain residential units under that certain Sublease, Development, Marketing and Property Management Agreement (the Agreement), by and between the Rubicon Programs, Inc. (Subtenant) and the Treasure Island Development Authority (Sublandlord).

Dear Ms. Conroy:

Based upon our analysis, review of construction drawings, field inspection of the units, it is our professional opinion that the residential buildings 1100 13th Street, 1105 Bigelow Court, 1117 13th Street, 1246 Gateway Avenue, and 1248 Gateway Avenue meet or exceed the life safety level of performance specified in the FEMA (Federal Emergency Management Agency)-178 titled ANEHRP (National Earthquake Hazard Reduction Program) Handbook for Seismic Evaluation of Existing Buildings, dated June 1993. In reaching that conclusion, we have, among other things, specifically considered the condition of the soils underlying such units and have read and understand that certain report dated August 1995, entitled *"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco. As stated in this report, liquefaction, lateral spreading and/or consolidation of the underlying soils can be expected in an earthquake. It is our professional opinion that it is unlikely that such soil movement will cause sufficient damage to these buildings to reduce the life safety level below that specified in the FEMA-178 handbook.

This certificate is exclusively for the benefit of, and may be relied on only by, the Treasure Island Development Authority, the City and County of San Francisco and the Rubicon Programs, Inc.

Please acknowledge your receipt of this Certificate by signing and returning a copy of this Certificate.

Toft, de Nevers and Lee, Structural Engineers

By: _____

Title: principal

Acknowledgment of Receipt:
Treasure Island Development Authority

By: _____
Its: Executive Director
Dated _____

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

STRUCTURAL EVALUATION AND CALCULATIONS FOR BUILDINGS 1100, 1105, 1117, & 1139 TREASURE ISLAND, CALIFORNIA

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

Table of Contents

Building 1100, 1105, 1117, & 1139 at Treasure Island

There are a total of 24 two stories residential wood construction units in these series of buildings. There are two different plan configurations to these units. The different configurations are EM-1 and EM-1a. These units are combined in different combinations with a common party wall to create townhouse buildings. These calculations apply to 4 buildings (1100 13th Street, 1105 Bigelow Court, 1117 13th Street, & 1139 Ozbourn Court). The applicable buildings are Bldg. 1100 (6-EM-1 units), Bldg. 1105 (4-EM-1, 4-EM-1a units), Bldg. 1117 (4-EM-1 units), and Bldg. 1139 (6-EM-1 units). These buildings are light wood frame construction founded on continuous concrete spread footings with a 4" concrete slab on grade. The exterior and interior bearing walls are bolted to foundations with 5/8" diameter anchor bolts @ 4'-0" on center. The interior walls are sheathed with gypsum board panels. The exterior walls are either stucco over ½" gypsum board or textured hardboard over ½" gypsum board. These buildings have been evaluated to satisfy FEMA-178 and found to be in compliance with section 3403.6 of the 1995 San Francisco Building Code.

STRUCTURAL EVALUATION AND CALCULATIONS FOR BUILDINGS 1100, 1102, 1117, & 1139 TREASURE ISLAND, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CALVIN C. LEE
No. 2153
EXP. 12-31-01
STRUCTURAL
STATE OF CALIFORNIA

Table of Contents

Building 1100, 1102, 1117, & 1139 at Treasure Island

Subject pages

There are a total of 24 two stories residential wood construction units in these buildings. All these buildings are in the EM-1 units configuration. These units are combined in groups of four or six with a common party wall to create townhouse buildings. These calculations apply to 3 buildings (1100 13th Street, 1102 Halyburton Court, 1117 13th Street, & 1139 Ozbourn Court). The applicable buildings are Bldg. 1100 (6-EM-1 units), Bldg. 1102 (8-EM-1 units), Bldg. 1117 (4-EM-1 units), and Bldg. 1139 (6-EM-1 units). These buildings are light wood frame construction founded on continuous concrete spread footings with a 4" concrete slab on grade. The exterior and interior bearing walls are bolted to foundations with 5/8" diameter anchor bolts @ 4'-0" on center. The interior walls are sheathed with gypsum board panels. The exterior walls are either stucco over ½" gypsum board or textured hardboard over ½" gypsum board. These buildings have been evaluated to satisfy FEMA-178 and found to be in compliance with section 3403.6 of the 1995 San Francisco Building Code.

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity (A_v = 0.4). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

T F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction.) (Sec. 3.1)

T F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) LOTS OF WALLS IN BOTH DIRECTION

T F VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear. Diaphragm is blocked

T F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)

T F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

SHEAR WALLS

T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3403.6 provided

T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A

T (F) WALL REQUIREMENTS: All walls supporting tributary areas of *24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (*H/D*) ratio of *1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Shear are small uplift is not a problem.

T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) N/A

DIAPHRAGMS

T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than *50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NO OPENINGS)

(T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)

(T) F SPANS: All diaphragms with spans greater than *24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

(T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)

T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3) N/A

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1100 Series

JOB NO 4983 SH. EM-3
NO. 5 OF 8
BY CCL DATE 12/14/98

ANALYSIS OF 1100 SERIES UNITS

ROOF

COMPOSITE SHINGLES	3.0 PSF
1/2" PLYWOOD	1.5 PSF
2x8 @ 24"	1.5 PSF
2x4 @ 24"	1.0 PSF
HANGERS @ 24"	1.0 PSF
5/8" GYPSUM BOARD	2.8 PSF
MISCELLANEOUS	0.2 PSF
	11.0 PSF

EXTERIOR WALL

FLAT WALLBOARD	1.0 PSF
1/2" GYP. BD	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" GYP. BD	2.2 PSF
MISC	0.5 PSF
	7.0 PSF

PARTY WALL

3-LAYERS OF 5/8" GYP. BD	8.4 PSF
2x4 @ 16"	1.1 PSF
MISC	0.5 PSF
	10.0 PSF

INTERIOR WALL

1/2" GYP. BD.	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" GYP. BD.	2.2 PSF
MISC	0.5 PSF
	6.0 PSF

SECOND FLOOR

5/8" PWD	1.8 PSF
2x10 @ 16"	2.8 PSF
1/2" GYP. BD	2.2 PSF
MISC.	0.2 PSF
	7.0 PSF

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

Quick Check of Shear walls

$V = C_s W$ $\qquad T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{30}} = 0.16$ sec.

$A_v = 0.4 \qquad S = 2.0 \qquad R_i = 6.5 \qquad A_a = 0.4$

$$C_s = \frac{0.80 A_v S}{R_i T^{(1/2)}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.16)^{1/2}} = 0.334 \leftarrow \text{Governs}$$

$$C_s = \frac{2.12 A_a}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$V = 0.334 W \qquad W = 27088^*$

$V_{FACE} = 0.334 \times 27088^* = 9047^*$

$$V_J = \left(\frac{n+J}{n+1}\right)\left(\frac{W_j}{W}\right)(1.2)(V)$$

$$V_2 = \left(\frac{2+2}{2+1}\right)\left(\frac{12526}{27088}\right)(1.2)(9047) = 6694^*$$

$$V_1 = \left(\frac{2+1}{2+1}\right)\left(\frac{27088}{27088}\right)(1.2)(9047) = 10856^*$$

Second Floor N/S

$$v_2 = \frac{6694}{60'} = 112^*/' < 200^*/' \text{ ok}$$

E/W

$$v_2 = \frac{6694}{47'} = 142^*/' < 200^*/' \text{ ok}$$

First Floor N/S

$$v_1 = \frac{10856}{60'} = 181^*/' < 200^*/' \text{ ok}$$

E/W

$$v_1 = \frac{10856}{47'} = \underline{231^*/' > 200^*/'}$$

Need to provide detail analysis on following p

N.G. Shear too high

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

JOB NO. 4983 SH. EM-5
NO. 7 OF 8
BY CL DATE 12/14/88

CALCULATE MASS OF ROOF (EM-1)

ROOF = (11.0 PSF × 21.33 × 30) + (7.0 PSF × 2' × 21.33 × 2) = 7636#
OVERHAN

N/S
SECOND FLOOR PARTY WALLS = [(10.0 PSF × 30' × 8.08') + (10.0 PSF × 30 × 5' × 1/2)] × 2 = 6348#
SECOND FLOOR INTERIOR WALLS = (6.0 PSF × 40.5' × 8.08') = 1963#

E/W
2ND. EXT. WALLS = [(7.0 PSF × 21.33' × 8.08')](2) = 2413#
2ND. INT. WALLS = [(6.0 PSF × 46' × 8.08') = 2230#

SECOND FLOOR = (7.0 PSF × 21.33 × 30') = 4479#

N/S
1ST FLOOR PARTY WALLS = [(10.0 PSF × 30' × 4.04')](2) = 2424#
1ST FLOOR INT. WALLS = (6.0 PSF × 30' × 4.04') = 1727#

E/W
1ST EXT. WALLS = [(7.0 PSF × 21.33 × 4.04')](2) = 1206#
1ST INT. WALL = [(6.0 PSF × 34.5 × 4.04') = 836#

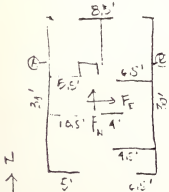
SEISMIC LOAD (USING SEC. 3403.6 S.F. Code Forces)

$$V = 0.75 \times \frac{ZIC}{R_w} W = 0.75 \times \frac{(0.4)(1.0)(2.75)}{(8)} W = 0.103 W$$

$$V = 0.103 (27088\#) = 2790\#$$

	W_x	h_x	$W_x h_x$	$\frac{W_x h_x}{\Sigma W_i h_i}$	F_x
ROOF	12526	17.0'	212942	0.6435	1795#
2ND	14562	8.1'	117952	0.3565	995#
			330894		

SECOND FLOOR ANALYSIS



$F_N = 0.6435 (7636 + 2413 + 2230 + 4479 + 1206 + 836)(0.103) = 1246\#$

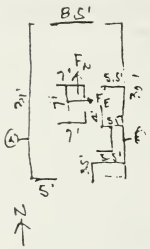
$F_E = 0.6435 (7636 + 3174 + 1963 + 4479 + 2424 + 727)(0.103) = 1352\#$

$v_N = v_E = \frac{1246 \times 1/2}{20'} = 21\% < 50\%$ OK $\quad v_N = \frac{1246}{65} = 15\% < 50\%$

$v_E = \frac{1352}{51'} = 27\% < 50\%$

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

FIRST FLOOR ANALYSIS



$F_N = 0.3565(7636+2413+2230+4479+1206+836)(0.103) = 690^{\#}$

$F_E = 0.3565(7636+3174+1963+4479+2424+727)(0.103) = 749^{\#}$

$F_{N_{TOTAL}} = 1246+690 = 1936^{\#}$

$F_{E_{TOTAL}} = 1352+749 = 2101^{\#}$

$v_A = v_B = \frac{1936}{30.32} = 32\#/' < 50\#/'$ $\quad v_N = \frac{1936}{74.5} = 26\#/' < 50\#/'$ o.k.

$v_E = \frac{2101}{44'} = 48\#/' < 50\#/'$ o.k.

$v_E = \frac{2101}{38.5} = 55\#/' < 63\#/'$ o.k.
(INCLUDING HEATING COIL HOUSE WALL)

1/2" A.B. @ 4'-0" C.F. = 497×1.33/4 = 165#/'
5/8" A.B. @ 4'-0" C.F. = 724×1.33/4 = 241#/'
5/8" A.B. @ 2.67' C.F. = 724×1.33/2.67 = 361#/'
o.k.

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

JOB NO. 4983B SH. 0
NO. 1 OF 21
BY CCL DATE 4/27/00

STRUCTURAL EVALUATION AND CALCULATIONS FOR BUILDINGS 1206, 1220, 1244, 1246, 1248, & 1251 TREASURE ISLAND, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CALVIN C. LEE
No. 2153
EXP. 12-31-01
STRUCTURAL
STATE OF CALIFORNIA

Table of Contents

Building 1206, 1220, 1244, 1246, 1248, & 1251 at Treasure Island

There are a total of 46 two stories residential wood construction units in these buildings. There are three different plan configurations to these units. The different configurations are type A, B, C. These units are combined in different combinations with a common party wall to create townhouse buildings. These calculations apply to 6 buildings (1206 Mariner Drive, 1220 Bayside Drive, 1244 Northpoint Drive, 1246 Gateview Avenue, 1248 Gateview Avenue, & 1251 Exposition Drive). The applicable buildings are Bldg. 1206 (4-A, 2-C units), Bldg. 1220 (4-A, 4-B units), Bldg. 1244 (4-A, 4-B units), Bldg. 1246 (4-A, 4-B units), Bldg. 1248 (4-A, 4-B units), and Bldg. 1251 (4-A, 4-B units). These buildings are light wood frame construction founded on continuous concrete spread footings with a 4" concrete slab on grade or wood framed crawl space. The exterior and interior bearing walls are bolted to foundations with 5/8" diameter anchor bolts @ 4'-0" on center. The interior shear walls are sheathed with 3/8" plywood panels; the other walls are sheathed with gypsum board. The exterior walls are either stucco over ½" gypsum board or wood siding over ½" gypsum board. These buildings have been evaluated to satisfy FEMA-178 and found to be in compliance with section 3403.6 of the 1995 San Francisco Building Code.

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity (A_v = 0.4). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

T F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction.) (Sec. 3.1)

T F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) Lots of walls in both direction

T F VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear, Diaphragm is blocked.

T F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)

T F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

SHEAR WALLS

T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3403.6 provided

T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A

T (F) WALL REQUIREMENTS: All walls supporting tributary areas of 24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (H/D) ratio of 1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either shear are small and uplift is not a problem or holdown is provided.

T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) N/A

DIAPHRAGMS

T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than 50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NOT OPENINGS)

(T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)

(T) F SPANS: All diaphragms with spans greater than 24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

(T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)

T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3) N/A

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

ANALYSIS OF 1200 SERIES UNITS

Roof

Composite Shingles	3.0 PSF
1/2" Plywood	1.5 PSF
Trusses @ 24"	2.5 PSF
Insulation	1.0 PSF
5/8" Gypsum board	2.8 PSF
Miscellaneous	0.8 PSF
	11.0 PSF

Exterior Wall

Stucco	8.0 PSF
2x4 @ 16	2.2 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	1.0 PSF
	14.0 PSF

Party Wall

2 - layers of 5/8" gyp. bd.	8.4 PSF
2x4 @ 16	1.1 PSF
Misc.	0.5
	10.0 PSF

INTERIOR WALL

1/2" Gyp. board	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" Gyp. board	2.2 PSF
Miscellaneous	0.5 PSF
	6.0 PSF

SECOND FLOOR

5/8" PWD.	1.8 PSF
2x10 @ 16"	2.8 PSF
1/2" Gyp. board	2.2 PSF
Misc.	0.2 PSF
	7.0 PSF

Calculate Hor. of Roof

Roof = (11.0 PSF × 22' × 29') (roof) + (7.0 PSF × 2' × 22' × 2) (eave hang) = 7634#

N/S

Second Floor Party Walls = (10.0 PSF × 29' × 11' × 2) = 6380#

Second Floor Int. Walls = (6.0 PSF × 37' × 8.08) = 1794#

E/W

2nd Flr. Ext. Walls = (14.0 PSF × 22 × 8.08 × 2) − (6.0 PSF × 57.0') = 4635#

2nd Flr. Int Walls = (6.0 PSF × 48' × 8.02) = 2327#

Second Floor = (7.0 PSF × 22' × 29') = 4466#

N/S

1st Flr. Party Walls = (10.0 PSF × 28' × 4.04 × 2) = 2262#

1st Flr. Int. Walls = (6.0 PSF × 29' × 4.04) = 703#

E/W

1st Flr. Ext. Walls = (14.0 PSF × 22' × 4.04 × 2) − (6.0 PSF × 75.0') = 2039#

1st Int. Walls = (6.0 PSF × 35' × 4.04) = 848#

SEISMIC LOADS (USING SEC. 3403.6 S.F. Code Forces)

$V = 0.103W$

$V = 0.103 \times 33088\# = 3408\#$

	w_x	h_x	$w_x h_x$	$\frac{w_i h_i}{\Sigma w_i h_i}$	F_x
ROOF	15202	19.1'	290358	0.6671	2273#
2ND	17886	8.1'	144877	0.3329	1135#
			435235		

Quick Check of Shear Walls

$V = C_s W$ $\qquad T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{28}} = 0.16$

$A_v = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_a = 0.4$

$$C_s = \frac{0.80 A_v S}{R T^{(2/3)}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.16)^{2/3}} = 0.334 \leftarrow \text{Govern}$$

$$C_s = \frac{2.12 A_a}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$V = 0.334 \qquad W = 33088^{\#}$

$V_{Base} = 0.334 \times 33088 = 11051^{\#}$

$$V_j = \left(\frac{n+j}{n+1}\right)\left(\frac{W_j}{W}\right)(1.2)(V)$$

$$V_2 = \left(\frac{2+2}{2+1}\right)\left(\frac{15207}{33088}\right)(1.2)(11051) = 8124^{\#}$$

$$V_1 = \left(\frac{2+1}{2+1}\right)\left(\frac{33088}{33088}\right)(1.2)(11051) = 13261^{\#}$$

Second Floor N/S

$$V_2 = \frac{8124 \times 1/2}{22.5} = 181^{\#}/' < 200^{\#}/' \text{ o.k.}$$

E/W

$$V_2 = \frac{8124 \times 1/2}{9'} = 451^{\#}/' > 200^{\#}/'$$ Need to provide detail analysis on following pages

First Floor N/S

$$V_1 = \frac{13261 \times 1/2}{22.5} = 295^{\#}/' > 200^{\#}/'$$ Need to provide detail analysis on following pages.

E/W

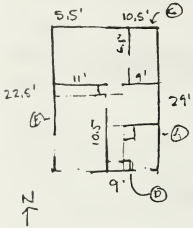
$$V_1 = \frac{13261}{12.5} = 1060^{\#}/' > 400^{\#}/'$$ for pull. Need to provide detail analysis on following pages.

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1200 Series
Unit Type A

JOB NO. 49B38 SH. 1201-6
NO. B OF 21
BY CL DATE 2/21/97

SECOND FLOOR ANALYSIS



$F_N = 0.6671(7634+4635+2327+4466+2039+848)(0.103) = 1508^{\#}$

$F_E = 0.6671(7634+6380+1794+4466+2262+702)(0.103) = 1597^{\#}$

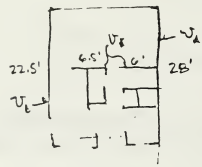
$v_A = \frac{1508^{\#} \times 1/2}{29'} = 26^{\#}/' < 100^{\#}/'$ o.k.

$v_B = \frac{1508^{\#} \times 1/2}{22.5'} = 34^{\#}/' < 100^{\#}/'$ o.k.

$v_C = \frac{1597 \times 1/2}{16'} = 50^{\#}/' < 100^{\#}/'$ o.k.

$v_D = \frac{1597 \times 1/2}{9'} = 89^{\#}/' < 100^{\#}/'$ o.k.

FIRST FLOOR ANALYSIS



$F_N = (21949)(0.103) = 2261^{\#}$

$F_E = (23239)(0.103) = 2394^{\#}$

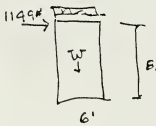
$v_A = \frac{2261 \times 1/2}{28'} = 40^{\#}/' < 100^{\#}/'$ o.k.

$v_B = \frac{2261 \times 1/2}{22.5'} = 50^{\#}/' < 100^{\#}/'$ o.k.

$v_E = \frac{2394}{12.5'} = 192^{\#}/' < 3/8"$ PLYD w/ 8d @ 4" 6.F. $= 320^{\#}/'$ o.k.

5/8" x 4.1.c 4'-6" 6.F. = 241#/' > 50#/' x 2 = 100#/' o.k.
5/8" 6 A.I.C. @ 32" 6.F. = 361#/' > 192#/' o.k.

Check uplift to Shear Wall E



$W = (7.0\,PSF \times 6') = 42^{\#}/'$

$W = (6.0\,PSF \times 8.01' \times 6') = 291^{\#}$

$O.T.M. = 1149^{\#} \times 8.08' = 9284^{\#}'$

$R.O.T.M. = (0.85)[(291 \times 3') + (42 \times 6 \times 3)] = 1385$

$\text{Uplift} = \frac{9284 - 1385}{6} = 1317^{\#}$ uplift

holdown provided is adequate.

Existing Lateral System is Adequate

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity (A_v = 0.4). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

T F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction.) (Sec. 3.1)

T F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) Lots of walls in both directs.

T F VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear. Diaphragm is blocked.

T F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)

T F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

SHEAR WALLS

T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on sec. 3403.6 provided

T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A

T (F) WALL REQUIREMENTS: All walls supporting tributary areas of *24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (*H/D*) ratio of *1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either shear are small and uplift is not a problem or holdown is provided.

T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4)

N/A

DIAPHRAGMS

T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than *50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NOT OPENINGS)

(T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)

(T) F SPANS: All diaphragms with spans greater than *24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

(T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)

T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3)

N/A

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

ANALYSIS OF 1200 SERIES UNITS

Roof

Composite Shingles	3.0 PSF
1/2" Plywood	1.5 PSF
TRUSSES @ 24"	2.5 PSF
Insulation	1.0 PSF
5/8" Gypsum board	2.8 PSF
Miscellaneous	0.8 PSF
	11.0 PSF

Exterior Wall

Stucco	8.0 PSF
2x4 @ 16	2.2 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	1.0 PSF
	14.0 PSF

Party Wall

2 - layers of 5/8" gyp. bd.	8.4 PSF
2x4 @ 16	1.1 PSF
Misc.	0.5
	10.0 PSF

INTERIOR WALL

1/2" Gyp. board	2.2 PSF
2x4 @ 16"	1.1 PSF
1/2" Gyp. board	2.2 PSF
Miscellaneous	0.5 PSF
	6.0 PSF

SECOND FLOOR

5/8" PLWD.	1.8 PSF
2x10 @ 16"	2.8 PSF
1/2" Gyp. board	2.2 PSF
Misc.	0.2 PSF
	7.0 PSF

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1200 Series
Unit Type B

JOB NO. 49838 SH. 1200B-4
NO. 12 OF 21
BY CCL DATE 2/25/99

Calculate Mass of Roof

Roof = (11.0 PSF × 23 × 31) + (7.0 PSF × 2' × 23' × 2) = 8487#
(roof; overhang)

N/S
2nd Flr. Party Walls = (10.0 PSF × 31' × 11' × 2) = 6820#
2nd Flr Int. Walls = (6.0 PSF × 41' × 8.08) = 1988#

E/W
2nd Flr. Ext. Walls = (14.0 PSF × 23 × 8.08 × 2) − (6.0 PSF × 6' × 4' × 3) = 4772#
2nd Flr. Int Walls = (6.0 PSF × 54' × 8.08) = 2618#

Second Floor = (7.0 PSF × 23' × 31') = 4991#

N/S
1st Flr. Party Walls = (10.0 PSF × 56' × 4.04') = 2262#
1st Flr. Int. Walls = (6.0 PSF × 30' × 4.04') = 727#

E/W
1st Flr. Ext. Walls = (14.0 PSF × 23' × 4.04 × 2) − (6.0 PSF × 82') = 2110#
1st Flr. Int Walls = (6.0 PSF × 22' × 4.04) = 533#

SEISMIC LOADS (USING SEC. 3403.6 S.F. CODE FORCES)

$V = 0.103W$

$V = 0.103 \times 35308 = 3637\#$

	w_x	h_x	$w_x h_x$	$\frac{w_i h_x}{\Sigma w_i h_i}$	F_x
ROOF	16586#	19.1'	316793	0.6763	2460#
2ND	18722	8.1'	151648	0.3237	1177#
	35308		468441		

Quick Check of Shear Walls

$V = C_s W$ $\qquad T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{28}} = 0.16$

$A_v = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_a = 0.4$

$$C_s = \frac{0.80 A_v S}{R T^{(2/3)}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.16)^{2/3}} = 0.334 \leftarrow \text{Govern}$$

$$C_s = \frac{2.12 \times 0.4}{6.5} = \frac{2.12 \times 0.4}{6.5} = 0.1305$$

$V = 0.334 \qquad W = 35308$

$V_{base} = 0.334 \times 35308 = 11793^{\#}$

$$V_j = \left(\frac{n+j}{n+1}\right)\left(\frac{W_j}{W}\right)(1.2)(V) =$$

$$V_2 = \left(\frac{2+2}{2+1}\right)\left(\frac{16586}{35308}\right)(1.2)(11793) = 8864^{\#}$$

$$V_1 = \left(\frac{2+1}{2+1}\right)\left(\frac{35308}{35308}\right)(1.2)(11793) = 14152^{\#}$$

SECOND FLOOR N/S

$$v_2 = \frac{8864 \times 1/2}{24'} = 185\#/' < 200\#/' \text{ OK.}$$

E/W

$$v_2 = \frac{8864 \times 1/4}{6'} = 369\#/' > 200\#/'$$ need to provide detail analysis on following pages

FIRST FLOOR N/S

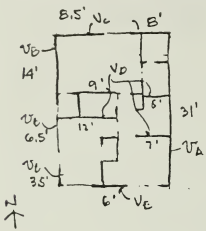
$$v_1 = \frac{14152 \times 1/2}{23'} = 308\#/' > 200\#/'$$ need to provide detail analysis on following pages

E/W

$$v_1 = \frac{14152^{\#}}{12.5'} = 1132\#/' > 400\#/' \text{ for pwk.}$$ need to provide detail analysis on following pages

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

SECOND FLOOR ANALYSIS



$F_N = 0.6763(8487 + 4772 + \overset{23511}{2618} + 4991 + 2110 + 533)(0.103) = 1638^{\#}$

$F_E = 0.6763(8487 + 6820 + 1988 + \overset{25275}{4991} + 2262 + 727)(0.103) = 1761^{\#}$

$v_A = \frac{1638 \times 1/2}{31} = 26^{\#}/' < 100^{\#}/'$ o.k.

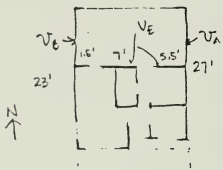
$v_B = \frac{1638 \times 1/2}{24'} = 34^{\#}/' < 100^{\#}/'$ o.k.

$v_C = \frac{1761 \times 1/4}{16.5'} = 27^{\#}/' < 100^{\#}/'$ o.k.

$v_D = \frac{1761 \times 1/2}{33'} = 27^{\#}/' < 100^{\#}/'$ o.k.

$v_E = \frac{1761 \times 1/4}{6'} = 73^{\#}/' < 100^{\#}/'$ o.k.

FIRST FLOOR ANALYSIS



$F_N = (23511)(0.103) = 2422^{\#}$

$F_E = (25275)(0.103) = 2603^{\#}$

$v_A = \frac{2422 \times 1/2}{27'} = 45^{\#}/' < 115 \times 1/2 = 57.5^{\#}/'$ o.k. (Δ 4/19/00 o.k.)

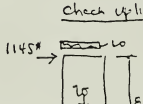
$v_B = \frac{2422 \times 1/2}{23'} = 53^{\#}/' < 115 \times 1/2 = 57.5^{\#}/'$ o.k. (Δ 4/19/00 o.k.)

$v_E = \frac{2603}{12.5'} = 208^{\#}/' <$ 3/8" PWD. w/ 8d @ 4" G.F. $= 320^{\#}/'$ o.k.

5/8" & A.B. @ 4'-0" G.F. $= 241^{\#}/' > 53^{\#}/' \times 2 = 106^{\#}/'$ o.k.

5/8" & A.B. @ 2'-0" G.F. $= 482^{\#}/' > 208^{\#}/'$ o.k.

Check uplift to Shear Wall E



$w = (7.08' \times 6') = 42^{\#}/'$

$-w = (6.0^{\#}/' \times 5.08' \times 5.5') = 26^{\#}$

O.T.M. $= 1145^{\#} \times 8.08' = 9252^{\#}$

R.O.T.M. $= (6.5')[(26 \times 2.75) + (42 \times 5.5 \times 2.75)]$
$= 1164^{\#}$

UPLIFT $= \frac{9252 - 1164}{5.5'} = 1470^{\#}$ uplift
holdown provided
is adequate

Existing Lateral System is Adequate

EXHIBIT E
Utilities

EXHIBIT E

UTILITY FEES

1) Scope of Service. The Authority shall provide, or cause to be provided, the following utility services to the Premises:

   a) Electricity. Electric services will be delivered to all Buildings at the current delivery points. Distribution systems will be maintained and operated to the weather-head for overhead service and to five feet from the exterior of any Building for underground service. Prior to commencing electric service, Subtenant shall submit a service request to the Authority with verification that such Building systems are safe for electric service. Issuance of a temporary certificate of occupancy by the City's Department of Building Inspection shall satisfy such verification requirement. Any changes or improvements to the electric service to the Premises will satisfy the requirements of the PG&E "Green Book".

   b) Water. Water service shall be provided to the meter. The subtenant shall be responsible for service from the meter into the building and for pressure reducing devices. Reasonable water quality services and periodic sampling shall be available upon request.

   c) Sewer and Storm System The Authority shall maintain and operate the primary sanitary and storm collection systems. All sanitary waste mains, lifts and service laterals shall be maintained by the subtenant to the main collection line. All drop inlets, catch basins, lines and lift stations related to the Base's storm system shall be maintained by the Authority.

   d) Gas. Natural gas shall be delivered to a service point in each Building. The Authority shall provide gas meters. The subtenant shall be responsible for gas service line from the five foot building line and for the pressure regulator. Prior to commencing gas service, Subtenant shall submit a request to the Authority with certification that such Building systems are safe for gas service. Issuance of a temporary certificate of occupancy by the City's Department of Building Inspection shall satisfy such verification requirement.

2) Maintenance and Repair. Except as provided below, the Authority shall maintain and repair, or cause to be maintained or repaired, all such utility systems in good operating condition.

   a) Subtenant shall maintain and repair in good operating condition the following components of such utility systems: (i) electrical, from mounted weatherhead or stub out into and including each Building, the main disconnect panel, meter service components, if any, and all parking and pathway lights for individual Buildings, (ii) water, from a meter box into and including each Building, (iii) sewer and storm systems from main

collection system into and including each Building, and all swales and ditches within the Premises, and (iv) gas, from five foot building line into and including each Building, and pilot lights.

3) Accees: Cooperation. Subtenant shall provide the Authority and any utility service providers used by the Authority for the purposes stated herein reasonable access in and across the Premises to maintain, repair and operate any such utility services or systems. Subtenant and the Authority shall coordinate all work related to the provision of utility services hereunder and the Authority shall use commercially reasonable efforts to minimize the impacts of such utility maintenance, repair and /or operation on Residential Tenants.

4) Rates. For the first Lease Year, Subtenant shall pay a flat rate of $180 per Rentable Unit per month (the "Base Utility Fee") for the utility services described herein. The Base Utility Fee shall be increased by 4% each succeeding Lease Year. In addition to the Base Utility Fee, subtenant shall pay ~~$25.10~~ $36 per month until the Work is substantially complete for the costs of utility services related to the construction and completion of the Work. For irrigation, the subtenant shall be charged at a rate for 0.7 inches of water coverage per week for areas irrigated from water sources not provided through a meter. Rate shall be established for the months of April through September.

5) Energy Conservation Upgrades. As material consideration for the Base Utility Fee, subtenant shall install and maintain water and energy conservation equipment and construction in all Rentable Units in compliance with the residential energy conservation requirements of the the San Francisco Public Utilities Commission and san Francisco Water Department, including installing and maintaining (i) water heater insulation, (ii) weather-stripping at doors and unheated areas, (iii) low flow shower heads, faucet aerators (where possible based upon existing faucet design), and (iv) low flow toilets or flush reducers on existing toilets. In addition, all exterior spigots shall have anti-siphon devices and area irrigation systems shall have backflow preventors. Subtenant shall also establish an energy conservation education program for Residential Tenants to the reasonable satisfaction of the Authority..

EXHIBIT F
Required Alterations

PRE-FEASIBILITY REPORT **DRAFT**

16 June 2000

To: Tom Matthews
Rubicon Enterprises, Inc.

From: Jim Fagler
Asian Neighborhood Design

Re: TIHDI, Phase 3
Rubicon Units

GENERAL DESCRIPTION

Scope of project: It is understood that 52 units of housing are to be rehabilitated in eight separate residential structures on Treasure Island for Catholic Charities. It is understood that Rubicon Enterprises, Inc. (REI) is the developer and service provider of all of the units. It is understood that an interim lease is in place for the transfer of these properties from the US Navy to the City and County of San Francisco. All of the units will be used for homeless or formerly homeless individuals or families It is understood that funding for the project will come from public sources with Davis Bacon, prevailing wage requirements.

This project will consist of units from the 1100, 1200 and 1400 series of housing at Treasure Island. The 1100 series structures are virtually identical in construction and rehab requirements. The 1200 series structures are virtually identical in construction and rehab requirements. The 1400 series structures are virtually identical in construction and rehab requirements.

GENERAL RECOMMENDATION/SUMMARY

Accessibility: It is assumed that 5% of the units are required to be fully accessible. 5% of 52 units equals **2.6, or three** units. The Mayor's Council on Disability will also prefer that as many units as possible be made "visit-able" above and beyond the accessible units.

- Buildings **RECOMMENDED** for accessibility
  Series 1200 units: the ground floor existing bathroom and laundry room layouts are more adaptable to accessibility requirements than the 1100 Series. In either the 1100 or 1200 series a new bedroom needs to be created at the ground floor for equal access. It is proposed to provide the accessibility in the Series 1200, two bedroom units (which become three bedroom units with the new ground floor bedroom).

Series 1400 buildings on Flounder Street are on the flattest slopes of any 1400 series buildings and are recommended for accessibility. The ground floor and entries were renovated in the Phase One project, so the amount of work is definable. Since the sites on Flounder Street are relatively flat, access to the units is easier that in other Series 1400 units.

- Buildings **NOT** recommended for accessibility

  Series 1100 units: the existing bathroom and laundry room layout is not as readily adaptable to accessibility without a complete makeover of the ground floor plan. In the 110 Series, as in the 1200 Series, a new bedroom will be required to be installed at the ground floor.

General work:

It is recommended that all units be painted inside and carpeted with new linoleum in the kitchens and/or baths. At the exterior, it is recommended that the aluminum siding be spray washed and the trim, carport and trash enclosures be painted at the exterior. For the non-vinyl siding buildings, all exterior surfaces should be painted. All roofs should be inspected and repaired as necessary. Misc. sidewalk repair for accessibility will be required. Voluntary seismic strapping, minor plywood installation is recommended. Based on previous work by the John Stewart Company, repair of the existing car ports is required. It is recommended that new toilets be installed, though the existing are low flow. Previous work by the JS Company has shown problems with the existing toilets. Budget costs should be maintained for clearing of existing drain lines.

BUILDING DESCRIPTION

As understood by Asian Neighborhood Design (AND), the mix of units is as shown below. AND has completed field reviews of the 1100, 1200 and 1400 existing residential units on Treasure Island, San Francisco, California.

No drawings of the Series 1100 buildings have been made available to A.N.D. A.N.D. from Phase 1 has drawings of the Series 1400 building. John Stewart Co. has provided drawings of the Series 1200 building.

BUILDINGS/UNITS reviewed:

Building Number	Total units	2br	3br	4br
Rubicon Enterprises				
1100	6	-	6	-
1102	8	-	8	-
1117	4	-	4	-
1246	8	4	4	-
1248	8	4	4	-
1408	6	6		
1410	6	6	-	-
1412	6	6	-	-
Total	52	26	26	0

Building Addresses:
1100 13th Street, Treasure Island
1102 13th Street, Treasure Island
1117 13th Street, Treasure Island
1246 Gateview Avenue, Treasure Island
1248 Gateview Avenue, Treasure Island
1408 Sturgeon Street, Treasure Island
1410 Flounder Court, Treasure Island
1412 Flounder Court, Treasure Island

Description of units by building number:

SERIES 1100 RESIDENTIAL

Description:

c. 1966
+/- 1200 sq. ft. per unit (3 bedroom)
Two stories, no basements
Slab on grab
Type V, non rated
Aluminum siding
Hipped roof, asphalt shingles
Flat roof free standing car port, built up roof, metal post supports
Forced air furnace, located via exterior door
Wood stained cabinetry, fair condition
Ground floor within 6"-8" of grade

SERIES 1100 GENERAL RECOMMENDATION:

The units are in good condition for residential use. Existing encapsulated ducting and piping at the existing furnace will need to be abated. The furnaces need to be replaced, as well at the water heater, as they have reached the limits of their life cycle. Due to maintenance problems, it is recommended that the dishwashers be replaced in all units with cabinets. Washer/dryers need to be installed at each units. Repair of the carport

framing is required, based on visual observations and scope of work performed by the John Stewart Co. on similar carports.

Series 1100 SCOPE OF WORK

New finish flooring, carpet and sheet vinyl at all units.
Paint interior surfaces.
Power spray wash existing exterior aluminum siding.
Paint exterior car port, trim and trash enclosure.
Repair roof as necessary.
Replace toilets with new low flow toilets.
Replace hardware at entry at four units to be visit-able.
Replace existing furnaces
Replace existing water heaters.
Assume 10% of the doors and windows to be replaced
Assume 15% of the exterior fencing to be repaired
Assume 5% of the siding and gutter to be repaired/replaced
Assume 20% of sliding doors to be replaced
DBI code requirements
Assume as many visit-able units as possible, via lever hardware at the front
Door and revise and enlarge sidewalk to eliminate threshold problem at entry
New deadbolts and door hardware at entry

SERIES 1200 RESIDENTIAL

Description:

c. 1966
Assumed average sq. ft. of 1200 sq. ft.
Two stories, no basements
Slab on grab
Type V, non rated
Aluminum siding
Hipped roof, asphalt shingles
Flat roof free standing car port, built up roof, metal post supports
Central boiler, one per building, located via exterior door
Wood stained cabinetry, fair condition
Ground floor within 6"-8" of grade

SERIES 1200 GENERAL RECOMMEDATION:

The units are in good condition for residential use. Existing encapsulated ducting and piping at the existing furnace will need to be abated. The furnaces need to be replaced, as well at the water heater, as they have reached the limits of their life cycle. Due to maintenance problems, it is recommended that the dishwashers be replaced in all units with cabinets. Washer/dryers need to be installed at each units. Repair of the carport framing is required, based on visual observations and scope of work performed by the John Stewart Co. on similar carports.

SERIES 1200 SCOPE OF WORK

Strip parking area for accessible spaces.

New finish flooring, carpet and sheet vinyl at all units.
Paint interior surfaces.
Power spray wash existing exterior aluminum siding.
Paint exterior car port, trim and trash enclosure.
Repair roof as necessary.
Replace toilets with new low flow toilets.
Replace hardware at entry at four units to be visit-able.
Repair existing central boilers, one per building, as necessary
Replace existing water heaters.
Assume 10% of the doors and windows to be replaced
Assume 15% of the exterior fencing to be repaired
Assume 5% of the siding and gutter to be repaired/replaced
DBI code requirements
Assume one accessible units
Assume as many visit-able units as possible, via lever hardware at the front
Door and revise and enlarge sidewalk to eliminate threshold problem at entry

Accessible unit scope of work, in addition to the work as described above:
Install new tub and sink in existing laundry area.
Create new laundry area either at kitchen or at existing storage area.
Remodel existing toilet room to allow for accessible clearances
Remove screen door at entry, provide new lever hardware
Demo and re-pore existing sidewalk to eliminate threshold problem
Remodel existing kitchen by lowering sink cabinet
Rewire range hood to be activated at countertop level
Subdivide living and dining room to create a new bedroom
Install new wood sleepers at back patio to eliminate threshold problem

SERIES 1400 RESIDENTIAL

Description:

c. 1989
+/- 1000 sq. ft. per unit (2 bedroom)
Two stories, no basements
Post tension slab on grab
Type V, non rated
Stucco exterior
Hipped roof, asphalt shingles
One enclosed parking space per unit
Forced air furnace, located via interior closet door
Wood stained cabinetry, good condition
2 units at grade, 4 units at second floor via exterior stair of metal railing
and precast concrete treads

SERIES 1400 GENERAL RECOMMENDATION:

The units are in good condition for residential use. The furnaces need minor repairs and new filters, per the experience with Phase One. The water heater will need to be replaced, per the experience on Phase one as they have reached the limits of their life

cycle. Washer/dryers need to be installed at each units. Interior and exteriors need to be painted. Carpets/flooring generally is in good condition. For accessible units in the 1400 series, the sidewalk to the front door must be altered and the garage driveway needs to be enlarged for an accessible parking space. The ground floor bathroom must be demo'd and enlarged and the kitchen must be modified for accessibility. The sliding doors to the back patio must be replaced and the concrete must be repoured.

SERIES 1400 SCOPE OF WORK

Strip parking area for accessible spaces, enlarge existing driveway
Some new finish flooring, carpet and sheet vinyl at all units.
Paint interior surfaces.
Paint exterior stucco
Overlay roof with new 15 yr. warranty, asphalt shingles
Replace toilets with new low flow toilets as necessary
Replace hardware at entry at two units to be visit-able.
Repair and re-filter existing furnaces
Replace existing water heaters.
Assume 10% of the doors and windows to be replaced
DBI code requirements
Assume two visit-able units, via lever hardware at the front
Door and revise and enlarge sidewalk to eliminate threshold problem at entry
Assume two fully accessible units with van parking, remodeled bathroom,
Accessible site access and entry

<u>Accessible unit scope of work, in addition to the work as described above:</u>
Install new tub and sink in existing laundry area.
Create new laundry area either at kitchen or at existing storage area.
Remodel existing toilet room to allow for accessible clearances
Remove screen door at entry, provide new lever hardware
Demo and re-pore existing sidewalk to eliminate threshold problem
Remodel existing kitchen by lowering sink cabinet
Rewire range hood to be activated at countertop level
Subdivide living and dining room to create a new bedroom
Install new wood sleepers at back patio to eliminate threshold problem

ADDITIONAL WORK:

A. Abatement

The Navy has the policy of encapsulation of friable asbestos fibers fulfills their obligation to the lease and negotiation requirements of the change over of the land from the Navy to the City and County of San Francisco. There remains asbestos wrapped piping on various of the building sites, located typically but not exclusively in the boiler room area. It is also assumes that lead abatement of interior and exterior paint surfaces may still exist. Typically, one representative sample of each building type was site verified, therefore the allowance is based on assumption of similar conditions in additional units. The Navy is in the process of provid abatement services per their agreement in the interim lease. As abatement occurs, reports

will become available as to individual building abatement completions by the Navy. Discussion with a General Contractor results in the inclusion of the following allowance for abatement.

Any work performed on equipment adjacent to ENCAPSULATED asbestos will require the asbestos to be ABATED in the work area.

B. Landscaping

Rubicon has proposed a landscaping budget for sod repair, planting, etc. of the all units, in including the 1100 and 1200 series of $420 per unit. These units similar, yet slightly more vegetation.

C. Utilities

Previous work by John Stewart Co. has revealed many utility lateral problems from the main services in the street to the buildings, due to root infiltration and the system being unused for a substantial amount of time. It is unclear at this time whether the Treasure Island PUC or the project sponsor is responsible for underground repairs. We have been told that the JSC has repaired lateral connections with their own funds, due to time issues involved with occupied units.

It is our understanding the MOH Technical Assistance contract will be used for the architectural portion of this project.

Engineering fees are additional to the above construction cost and fees may range from 3% to 5% of the construction cost, mostly for the potential roofing inspection costs, structural review costs and potential mechanical engineering review of existing systems and repair.

Note: Costs as listed are preliminary budget estimates of anticipated construction costs to provide work as described. Inspections by consulting structural, mechanical and electrical engineers are recommended to further define the extent of the work required. The cost estimate does not include permits and fees, relocation and/or temporary loss of services, or conditions not apparent at the time of inspection.

Exclusions:

1. Construction soft cost: legal/administration/financial fees, etc.
2. Reimbursable costs for printing, travel, etc.

cc: File

EVALUATION STATEMENTS FOR BUILDING TYPE 1: WOOD, LIGHT FRAME

These buildings are typically single or multiple family dwelling units of one or more stories. The essential structural character of this type is repetitive framing by wood joists on wood studs. Loads are light and spans are small. These buildings may have relatively heavy chimneys and may be partially or fully covered with veneer. Most of these buildings are not engineered; however, they usually have the components of a lateral-force-resisting system, even though it may be incomplete. Lateral loads are transferred by diaphragms to shear walls. The diaphragms are roof panels and floors. Shear walls are exterior walls sheathed with plank siding, stucco, or plywood. Interior partitions are sheathed with plaster or gypsum board.

Address the following evaluation statements, marking each either true (T) or false (F). Statements that are found to be true identify issues that are acceptable according to the criteria of this handbook; statements that are found to be false identify issues that need investigation. For guidance in the investigation, refer to the handbook section indicated in parentheses at the end of the statement.

Note that some of these statements are not appropriate for single-family residences. Also see the information on foundations and chimneys in Chapters 10 and 11.

Finally, be advised that the numerical indices preceded by an asterisk (*) in these statements are based on high seismicity (A_v = 0.4). Adjustments are reasonable for lower seismicity. The appropriate adjustment is not necessarily a direct ratio of seismicity.

BUILDING SYSTEMS

T F LOAD PATH: The structure contains a complete load path for seismic force effects from any horizontal direction that serves to transfer the inertial forces from the mass to the foundation (NOTE: Write a brief description of this linkage for each principal direction.) (Sec. 3.1)

T F REDUNDANCY: The structure will remain laterally stable after the failure of any single element. (Sec. 3.2) Lots of walls in both directions

T F VERTICAL DISCONTINUITIES: All shear walls, infilled walls, and frames are continuous to the foundation. (3.3.5) Horizontal Diaphragm has capacity to transfer the shear, Diaphragm is blocked.

T F DETERIORATION OF WOOD: None of the wood members shows signs of decay, shrinkage, splitting, fire damage, or sagging and none of the metal accessories is deteriorated, broken, or loose. (Sec. 3.5.1)

T F OVERDRIVEN NAILS: There is no evidence of overdriven nails in the shear walls or diaphragms. (Sec. 3.5.2)

SHEAR WALLS

T (F) SHEARING STRESS CHECK: The building satisfies the Quick Check of the shearing stress in wood shear walls. (Sec. 5.6.1) Analysis based on Sec. 3403.6 provided

T F OPENINGS: Walls with garage doors or other large openings are braced with plywood shear walls or are supported by adjacent construction through substantial positive ties. (Sec. 5.6.2) N/A

T (F) WALL REQUIREMENTS: All walls supporting tributary areas of *24 to 100 square feet per foot of wall are plywood sheathed with proper nailing or rod braced and have a height-to-depth (*H/D*) ratio of *1 to 1 or less or have properly detailed and constructed hold-downs. (Sec. 5.6.3) Either shear are small and uplift is not a problem or holdown is provided.

T F CRIPPLE WALLS: All exterior cripple walls below the first floor level are braced to the foundation with shear elements. (Sec. 5.6.4) N/A

DIAPHRAGMS

T F REINFORCING AT OPENINGS: There is reinforcing around all diaphragm openings that are larger than *50 percent of the building width in either plan dimension. (Sec. 7.1.3) N/A (THERE ARE NOT OPENINGS)

(T) F DIAPHRAGM CONTINUITY: None of the diaphragms are composed of split level floors. (Sec. 7.2.5)

(T) F SPANS: All diaphragms with spans greater than *24 feet have plywood or diagonal sheathing. (Sec. 7.2.2)

CONNECTIONS

(T) F WOOD SILLS: All wall elements are bolted to the foundation sill at 6-foot spacing or less with proper edge distances for concrete and wood. (Sec. 8.4.7)

T F WOOD POSTS: There is positive connection of the posts to the foundation and the elements being supported. (8.4.3) N/A

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

ANALYSIS OF 1200 SERIES UNITS

Roof

Composite Shingles	3.0 PSF
1/2" Plywood	1.5 PSF
TRUSSES @ 24"	2.5 PSF
Insulation	1.0 PSF
5/8" Gypsum board	2.8 PSF
Miscellaneous	0.8 PSF
	11.0 PSF

Exterior Wall

Stucco	8.0 PSF
2X4 @ 16	2.2 PSF
5/8" Gypsum Board	2.8 PSF
Miscellaneous	1.0 PSF
	14.0 PSF

Party Wall

2 - layers of 5/8" gyp. bd.	8.4 PSF
2X4 @ 16	1.1 PSF
Misc.	0.5
	10.0 PSF

INTERIOR WALL

1/2" Gyp. board	2.2 PSF
2X4 @ 16"	1.1 PSF
1/2" Gyp. board	2.2 PSF
Miscellaneous	0.5 PSF
	6.0 PSF

SECOND FLOOR

5/8" PWD.	1.8 PSF
2X10 @ 16"	2.5 PSF
1/2" Gyp. board	2.2 PSF
Misc.	0.2 PSF
	7.0 PSF

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

1200 Series
Type C Units

JOB NO. 49838 SH. 1200-4
NO. 18 OF 21
BY CCL DATE 12/17/87

Calculate Mass of Roof

Roof = (11.0PSF × 24' × 34') + (7.0PSF × 2' × 24' × 2) = 9648#
(roof; overhang)

N/S

Second Floor Party Walls = [(10.0PSF × 34' × 11' × 2)] = 7480#

Second Floor Interior Walls = (6.0PSF × 51' × 8.08') = 2472#

E/W

2nd Flr. Ext. Walls = [(14.0PSF × 24 × 8.08 × 2)] − [(6.0PSF × 6 × 4' × 4')] = 4854#

2nd Flr. Int Walls = [(6.0PSF × 56' × 8.08') = 2715#

Second Floor = (7.0PSF × 24' × 34') = 5712#

N/S

1st Flr. Party Walls = (10.0PSF × 34' × 4.04' × 2) = 2747#

1st Flr. Interior Walls = (6.0PSF × 40' × 4.04') = 970#

E/W

1st Ext Walls = [(14.0PSF × 24' × 4.04 × 2)] − [(6.0PSF × 82'')] = 2223#

1st Int Walls = [(6.0PSF × 37' × 4.04') = 897#

SEISMIC LOADS (USING SEC. 3403.6 S.F. Code Forces)

$V = 0.103W$

$V = 0.103 \times 39718 = 4091\#$

	W_x	h_x	$W_x h_x$	$\frac{W_i h_x}{\Sigma W_i h_i}$	F_x
ROOF	18409	19.1'	351612	0.6707	2744#
2ND	21309	8.1'	172603	0.3293	1347#
			524215		

Quick Check of Shear Walls

$V = C_s W$ $\qquad T = \frac{0.05 h_n}{\sqrt{L}} = \frac{0.05 \times 17}{\sqrt{20'}} = 0.16 \text{ sec.}$

$A_v = 0.4 \quad S = 2.0 \quad R = 6.5 \quad A_a = 0.4$

$C_s = \frac{0.80 A_v S}{R T^{(2/3)}} = \frac{0.80 \times 0.4 \times 2.0}{(6.5)(0.16)^{2/3}} = 0.334 \leftarrow \text{Governs}$

$C_s = \frac{2.12 A_a}{R} = \frac{2.12 \times 0.4}{6.5} = 0.1305$

$V = 0.334 W \qquad W = 39718^{\#}$

$V_{base} = 0.334 \times 39718 = 13266^{\#}$

$V_j = \left(\frac{n+j}{n+1}\right)\left(\frac{W_j}{W}\right)(1.2)(V)$

$V_2 = \left(\frac{2+2}{2+1}\right)\left(\frac{18409}{39718}\right)(1.2)(13266) = 9838^{\#}$

$V_1 = \left(\frac{2+1}{2+1}\right)\left(\frac{39718}{39718}\right)(1.2)(13266) = 15919^{\#}$

Second Floor N/S

$v_2 = \frac{9838 \times 1/2}{27'} = 182 \#/' < 200 \#/'$

E/W

$v_2 = \frac{9838}{46'} = 213 \#/' > 200 \#/'$ Need to provide detail analysis on following page

First Floor N/S

$v_1 = \frac{15919 \times 1/2}{24.5} = 324 \#/' > 200 \#/'$ Need to provide detail analysis on following page

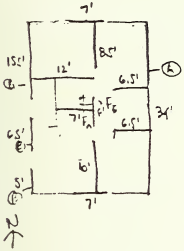
E/W

$v_1 = \frac{15919}{14'} = 1137 \#/' > 400 \#/'$ for two. Need to provide detail analysis on following page

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

JOB NO 47838 SHEET -5
NO. 20 OF 21
BY cd DATE 12/17/98

SECOND FLOOR ANALYSIS



$F_A = 0.6707(9648+4854+2715+5712+2223+897)(0.103) = 1800^{\#}$

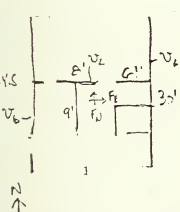
$F_E = 0.6707(9648+7480+2472+5712+2747+970)(0.103) = 2005^{\#}$

$v_A = \frac{1800 \times 1/2}{34'} = 27^{\#}/_{\ell} < 50^{\#}/_{\ell}$ o.k.

$v_B = \frac{1800 \times 1/2}{27'} = 33^{\#}/_{\ell} < 50^{\#}/_{\ell}$ o.k.

$v_E = \frac{2005}{46'} = 44^{\#}/_{\ell} < 50^{\#}/_{\ell}$ o.k.

FIRST FLOOR ANALYSIS



$F_D = 0.3293(9648+4854+2715+5712+2223+897)(0.103) = 884^{\#}$

$F_C = 0.3293(9648+7480+2472+5712+2747+970)(0.103) = 985^{\#}$

$F_{D\,TOTAL} = 1800 + 884 = 2684^{\#}$

$F_{E\,TOTAL} = 2005 + 985 = 2990^{\#}$

$v_D = \frac{2684 \times 1/2}{30} = 45^{\#}/_{\ell} < 115^{\#}/_{\ell} = 57.5^{\#}/_{\ell}$ o.k.

Δ 4/14/99 5/8" GYP BD. ON 6x6 C.T.

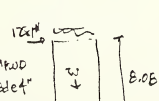
$v_C = \frac{2684 \times 1/2}{24.5} = 55^{\#}/_{\ell} < 115^{\#}/_{\ell} = 57.5^{\#}/_{\ell}$ o.k.

Δ 4/14/99 5/8" GYP BD. ON 6x6 C.T.

$v_E = \frac{2990}{14'} = 214^{\#}/_{\ell}$

5/8" x 4'-0" $G.F. = 241^{\#}/_{\ell} > 55 \times 2 = 110^{\#}/_{\ell}$ o.k.

5/8" x 3'-0" $G.F. = 301^{\#}/_{\ell} > 214^{\#}/_{\ell}$ o.k.



$W = (7.0\,psf \times 6') = 42^{\#}/_{\ell}$

$w = (6.0\,psf \times 8.0' \times 6') = 291^{\#}$

$O.T.M. = 128 \times 8.0' = 1030\,^{\#}\cdot'$

$R.O.T.M. = (0.85)[(291 \times 3') + (42 \times 6 \times 3)] = 1385\,^{\#}\cdot'$

$UPLIFT = \frac{1030 - 1385}{6} = 1495^{\#}$ uplift

holdown provided is adequate

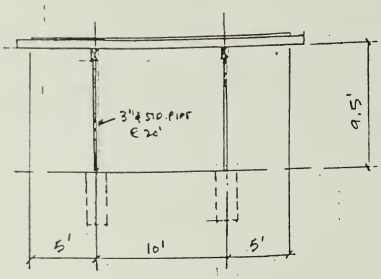
Existing Lateral System is Adequate

TOFT, DE NEVERS & LEE
CONSULTING STRUCTURAL ENGINEERS
111 MAIDEN LANE, SUITE 500
SAN FRANCISCO, CA 94108-5329

Carport Analysis for 1200 Series

JOB NO. 44838 SH. CP-1
NO. 71 OF 71
BY cd DATE 2/24/95

TYPICAL CARPORT 90° PARKING / 45° PARKING SIMILAR (Reference Sheet 710)



Weight of Material

Built up roof	5.0 PSF
3/4" PLYWOOD	2.3 PSF
4x6 @ 4'-0"	1.3 PSF
4x10 Girder	1.2 PSF
Miscellaneous	0.2 PSF
	10.0 PSF

SEISMIC LOADS

$V = 0.75 \times \frac{ZIC}{R_w} W$: $Z = 0.4$ $I = 1.0$ $C = 2.75$ $R_w = 4$

$= 0.75 \times \frac{0.4 \times 1.0 \times 2.75}{4} W = 0.206 W$

$F_p = 0.75 \times Z \times I_p \times C_p \times W_p$ $Z = 0.4$ $I_p = 1.0$ $C_p = 0.75$

$= 0.75 \times 0.4 \times 1.0 \times 0.75 W_p = 0.225 W_p$ ← Governs

$F_p = (0.225)(10.0 PSF \times 10' \times 20') = 450^{\#}$

Max Horiz base of 3"ϕ Std. Pipe col = $0.45^k \times 9.5' = 4.28^{k'}$

3"ϕ Std. Pipe
A = 2.23 in²
I = 3.02 in⁴
S = 1.72 in³

$f_b = \frac{4.28 \times 12}{1.72} = 29.9 ksi < 24 \times 1.33 = 31.92 ksi$ ok.

Existing Lateral System for Carport is Adequate

STRUCTURAL NOTES

A. GENERAL

1. DESIGN CONFORMS TO [illegible] SAN FRANCISCO BUILDING CODE.
2. DESIGN LIVE LOADS
   ROOF (FLAT) = 20 psf
   FLOOR = 40 psf
3. WIND AND SEISMIC
   SEISMIC ZONE Z = 0.4
   IMPORTANCE FACTOR I = 1.0
   SITE COEFFICIENT S = 2.0
   [illegible] Rw = 8
   BASIC WIND SPEED = 80 MPH, EXPOSURE C [illegible]

B. STRUCTURAL DRAWINGS

[illegible]

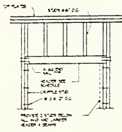
C. CONSTRUCTION

[illegible]

D. EXISTING CONDITIONS

[illegible]

[illegible]



HEADER SCHEDULE			
WIDTH OF OPENING	NOMINAL STUD SIZE		
	2x4	2x6	2x8
3'-0" MAX	2-2x4 OR 4x4	3-2x4 OR 6x4	4-2x4 OR 8x4
5'-0" MAX	2-2x6 OR 4x6	3-2x6 OR 6x6	4-2x6 OR 8x6
7'-0" MAX	2-2x8 OR 4x8	3-2x8 OR 6x8	4-2x8 OR 8x8

PROVIDE TYP HEADER SHOWN ABOVE OVER ALL WINDOW DOOR & OTHER OPENINGS AND SEE PLAN

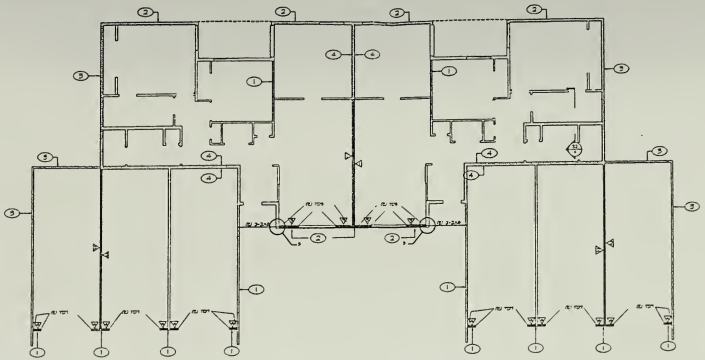
1/S1 TYPICAL HEADER FRAMING

SHEET S1

TITLE
6 UNITS BUILDING
GENERAL NOTES

TREASUE ISLAND, 1400 SERIES

Structural
Design
Engineers



1 / S2 FIRST FLOOR PLAN - (6 UNITS)
1/4"=1'-0"

SHEATHING NOTES:

1. ONE SIDE 5/8" STRUCT I PLYWOOD WITH NAILS @ 4" O.C. BOUNDARY & EDGES & 12" O.C. FIELD. ALL EDGES ARE BLOCKED
2. ONE SIDE 5/8" STRUCT I PLYWOOD WITH NAILS @ 3" O.C. BOUNDARY & EDGES & 12" O.C. FIELD. ALL EDGES ARE BLOCKED
3. A MIN. OF 1/2" SYPSEED WITH NAILS @ 7" O.C. @ EDGES & @ 8" O.C. FIELD
4. A MIN. OF 5/8" GYPSUM WITH GOOGLE NAILS @ 7" O.C. EDGES & FIELD UNBLOCKED

NOTES:

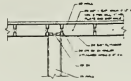
△ REPAIR ALL COOLER WALL OF HALLWAYS SCREW 1 1/2" MIN. PENETRATION 4" O.C. EDGES AND FIELD TO BE REPAIRED PER NEW SPECS

△ REPAIR ALL COOLER WALL OF HALLWAYS SCREW 1 1/2" MIN. PENETRATION 4" O.C. EDGES AND FIELD

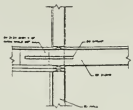
△ REPAIR (E) OPENING AND ADD ONE 1/2" PLYWOOD ON THE HEADERS SEE ALL WALL @ 7" O.C. BOUNDARIES AND EDGES & 12" O.C. FIELD BLOCK ALL EDGES SEE SECTION 1/S2 TO BE REPAIRED PER NEW SPECS.

△ REPAIR (E) OPENING AND ADD ONE 1/2" PLYWOOD ON THE HEADERS SEE ALL WALL @ 7" O.C. BOUNDARIES AND EDGES & 12" O.C. FIELD BLOCK ALL EDGES SEE SECTION 1/S2

(1) ALL SHEATHING STRUCT I EDGES SEE SEC. 1/S2



2 / S2 WALL INTERSEC. PLAN
1"=1'-0"



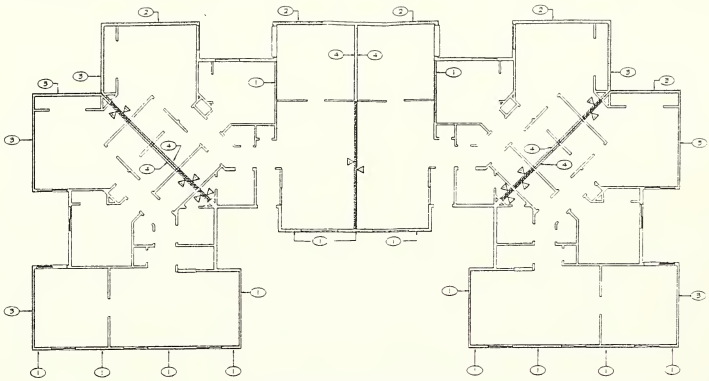
3 / S2 SEC. AT NEW STRAP
1"=1'-0"

Structural Design Engineer

TREASUE ISLAND, 1400 SERIES

6 UNITS BUILDING
FIRST FLOOR PLAN

S2



1/98 SECOND FLOOR PLAN - (6 UNITS)

1/4"=1'-0"

BUILDING NOTES:

1. ONE SIDE 3/4" STRUCT. I PLYWOOD NON WALL @ 4" O.C. BOUNDARY, 1 SCREWS, 12" O.C. FIELD. ALL EDGES ARE BLOCKED
2. ONE SIDE 3/4" STRUCT. I PLYWOOD NON WALL @ 12" O.C. BOUNDARY, 1 SCREWS, 12" O.C. FIELD. ALL EDGES ARE BLOCKED
3. A WALL OF 1/2" STUCCO WITH LATH @ 8" O.C. 1 SCREWS, 1 @ 8" O.C. FIELD
4. A WALL OF 3/8" GYPSUM NON LOADER WALL @ 7" O.C. SCREWS, 1 FIELD. UNBLOCKED

NOTES:

△ REPAIRS NON LOADER WALL OF HALLWAYS BEFORE 1/2" GYP. INSTALLATION
1" ALL EDGES AND FIELD TO BE REFRAMED PER NEW SPECS

Structural Design Engineers	TREASUE ISLAND, 1400 SERIES
6 UNITS BUILDING SECOND FLOOR PLAN	

EXHIBIT G
MOH Deed of Trust

FIRST AMENDMENT TO SUBLEASE

Between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

As Sublandlord

And

WALDEN HOUSE
A member organization of the
Treasure Island Homeless Development Initiative
As Subtenant

For the Sublease of an additional

12 Housing Units and related premises located on

Former Naval Station Treasure Island
San Francisco, California

LIST OF EXHIBITS:

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (this "First Amendment"), dated as of August 15, 2000, is by and between the Treasure Island Development Authority ("Sublandlord"), and Walden House ("Subtenant").

This First Amendment is made with reference to the following facts and circumstances:

A. Former Naval Station Treasure Island (the "Base" or "Property") was previously selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510 and its subsequent amendments, and is currently owned by the United States of America, acting by and through the Department of Navy ("Master Landlord").

B. On May 2, 1997, the Board of Supervisors of the City and County of San Francisco passed Resolution No. 244-97-003, authorizing the Mayor's Treasure Island Project Office (the "Project Office") to establish the Sublandlord as a nonprofit public benefit corporation for the purpose of overseeing and implementing the redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the Sublandlord.

C. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Sublandlord as a redevelopment agency under California redevelopment law with authority over the Base, and, (ii) with respect to those portions of the Base which are former tide or submerged lands, vested in the Sublandlord the authority to administer the public trust for commerce, navigation and fisheries as to such property.

D. Under the Act and the Sublandlord's Articles of Incorporation and Bylaws, the Sublandlord has the power and authority, subject to applicable laws, to sell, sublease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the real property located on the Base.

E. Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the Treasure Island Homeless Development Initiative ("TIHDI") and the San Francisco Redevelopment Agency negotiated a Base Closure Homeless Assistance Agreement and Option to Sublease Real Property, which was endorsed by the City's Board of Supervisors and approved by the United States Department of Housing and Urban Development (as such agreement is finally approved and adopted by the Authority and the City, the "TIHDI Agreement").

F. Under the TIHDI Agreement, TIHDI, among other things, is granted the right, upon the satisfaction of certain conditions precedent, to have one or more of its member organizations sublease up to 90 of the housing units on Yerba Buena Island (41 of which are to remain available to the Sublandlord for up to five years) and up to 285 housing units on Treasure Island for homeless San Franciscans, as more particularly described in the TIHDI Agreement (together, the "TIHDI Units").

G. Subtenant is a member organization of TIHDI and has prepared a plan for the provision of transitional supportive housing and a family reunification program to

reunite women returning to San Francisco from completion of recovery programs in California State correctional facilities with their children (the "Plan"), a copy of which Plan is attached to the Original Sublease (as defined below) as Exhibit A and has been approved by the Sublandlord.

H. On September 1, 1999, Sublandlord and Subtenant entered into a sublease (the "Original Sublease") for the use of approximately 14 housing units and certain related facilities on the Base, all as more particularly shown on Exhibit C to the Original Sublease (the "Original Premises")

I. For the purpose of the Original Sublease and other subleases with TIHDI member organizations, Master Landlord and Sublandlord entered into a lease dated September 1, 1999, (the "Original Master Lease"), a copy of which is attached to the Original Sublease as Exhibit B. Under the Original Master Lease, Master Landlord leased to Sublandlord, among other things, 86 units of unoccupied housing on the Base, as well as certain related facilities and common areas.

J. Subtenant and Sublandlord now wish to amend the Original Sublease to expand the Original Premises, subject to the terms and conditions of this First Amendment.

K. For purposes of this First Amendment, Master Landlord and Sublandlord entered into an amendment to the Original Master Lease, a copy of which is attached hereto as Exhibit A (the "Master Lease Amendment", and together with the Original Master Lease, the "Master Lease").

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Sublandlord and Subtenant hereby agree as follows:

1. Effective Date. This First Amendment shall become effective on the later of (i) the date the Sublandlord and the City's Board of Supervisors adopt resolutions approving and authorizing this Agreement, and the Mayor approves such Board of Supervisors' resolution, and (ii) the date on which the parties hereto have duly executed and delivered this First Amendment (the "Effective Date").

2. Defined Terms. Capitalized terms not separately defined herein shall have the same meaning provided in the Original Sublease.

3. Expansion Premises. The Original Premises are hereby expanded to include an additional 12 housing units and certain related facilities on the Base, all as more particularly shown on Exhibit B-1 attached hereto (the "Expansion Premises", and together with the Original Premises, the "Premises"), which Premises are shown on Exhibit B-2 attached hereto.

4. Navy Cam Charges. Subtenant shall pay all amounts due and owing to the Master Landlord under the Master Lease, including any Common Area Maintenance Charges due thereunder ("Navy CAM Charges"). The current Navy CAM Charges for the Premises will be $_____ per month upon occupancy by Subtenant, as provided under the Master Lease.

5. Required Alterations. Prior to occupancy of the Expansion Premises under this First Amendment, and as a material condition hereof, Subtenant shall make and complete the improvements to the Expansion Premises described on Exhibit C hereto (the "Required Alterations for the Expansion Premises").

6. Certificates of Occupancy. Without limiting the generality of Section 9.1 of the Original Sublease, Subtenant shall, at its sole cost, obtain all required certificates of occupancy from the City's Department of Building Inspection necessary to comply with applicable Laws, including certification that the Expansion Premises satisfy the FEMA-178 seismic life-safety standard, prior to use and occupancy of the Expansion Premises.

7. Terms and Conditions of the Agreement Remain in Force and Effect. Except as specifically amended hereby, the terms and conditions of the Original Sublease shall remain in full force and effect.

8. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Sublandlord and Subtenant have executed this First Amendment as of the date first written above.

SUBTENANT:

Walden House, a _____

By: _____

Its: _____

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY,
a non-profit public benefit corporation

By: _____
Annemarie Conroy
Its: Executive Director

Approved as to Form:

_____
Deputy City Attorney

EXHIBIT A
Master Lease Amendment

EXHIBIT B-1
The Expansion Premises

EXHIBIT B-2
The Premises (as amended)

EXHIBIT C
Required Alterations for Expansion Premises

EXHIBIT 'F' – LIST OF ALTERATIONS

SINGER & ASSOCIATES
ARCHITECTS • PLANNERS

414 CLEMENT STREET/#4 • SAN FRANCISCO, CA 94118 • 415/752-4831

Date: July 5, 2000

To : **WALDEN HOUSE INC.**
520 Townsend Street
San Francisco, Ca. 94103

Attn: Ms. Wanda Barnes/Operations Manager

Re : **WALDEN HOUSE INC./TREASURE ISLAND BUILDINGS**
SERIES 1100 – RESIDENTIAL BUILDINGS 1103 BIGELOW AND 1104 HALYBURTON

LIST OF REQUIRED ALTERATIONS/SCOPE OF WORK

Dear Wanda,

As requested, the following is the List of Required Alterations/Scope of Work for the above two buildings:

GENERAL DESCRIPTION – BOTH BUILDINGS

- Construction Date – circa 1966; Existing and proposed Occupancy Type is R1 –Residential;
- Each building has four (4)-Two Level 4 Bedroom Units and (2) Two Level 3 Bedroom Units;
- Square footage per Unit: 3 Bedroom – Approx 1,200 SF; 4 Bedroom = Approx 1,350 SF;
- Type V-N (Wood Frame Unrated);
- Two Stories/No Basement; Approx 25 feet high max.;
- Ground Floor within 6'-8" of Exterior Grade;
- Slab on Grade w/ Wood Frame Structure;
- Stucco Finish w/Aluminum Siding Cover @ Exterior; Gypsum Wallboard @ Interior;
- Hipped Roof with Asphalt Shingles;
- Flooring: 1st Floor: Concrete/VAT/Linoleum/Carpet; 2nd Floor: Wood/VAT/Linoleum/Carpet;
- Wood Stained Cabinetry;
- At each Unit, ½ Bath on the 1st Floor Level and 1 to 1-3/4 Baths at 2nd Floor Level;
- Forced Air Furnace accessed from Rear Yard.
- There are no sprinklers and no hose cabinets;

GENERAL WORK SCOPE RECOMMENDATIONS – BOTH BUILDINGS

- Based upon visual inspection, and without exploratory observation, the units appear to be in good general condition for the intended residential use;
- Existing asbestos encapsulation at ducting/piping adjacent existing furnace requires abatement;
- Furnaces and hot water heaters need to be replaced as they have reached limits of life cycle;
- It is recommended that dishwashers be replaced at all units with cabinets;
- Washers and dryers need to be installed at each Unit;
- Adjacent parking areas need striping, bumper guards and signage for stalls disabilities access;

WORK SCOPE ITEMS SPECIFICALLY EXCLUDED

The items assumed to be outside of the Owner's work scope include but may not be limited to:

- Landscaping and sitework unless specifically included above;
- Separate metering of electric, gas, and water;
- New electric gas or water service;
- Lead abatement (it is presently assumed that there is no lead to be abated);
- Dryrot investigation and repairs;
- Seismic upgrades;
- Emergency shut-off valves for gas, water and electric (suggested DBI Item);
- Clearances a front and sides of various Bathroom water closets (DBI Item);
- Visitable Toilet Rooms except for two selected Units;

Cont'd
EXHIBIT 'F'/LIST OF ALTERATION
TREASURE ISLAND BLDGS: 1103 BIGELOW; 1104 HALYBURTON
Walden House/Ms. Barnes
7/5/00 Page 2

BUILDING 1103 1103 Bigelow Court

GENERAL WORK SCOPE ITEMS

- Power spray wash existing exterior aluminum siding;
- Repair roof as necessary;
- Assume 15% of the exterior fencing needs to be repaired;
- Assume 5% of gutters and downspouts need to be repaired/replaced;
- Assume 5% of the aluminum siding needs to be replaced;
- Assume 10% of existing doors and windows need to be replaced;
- New carpet and sheet vinyl at each Unit
- Paint all interior surfaces;
- Add convenience GFI outlet at Bathrooms at 48 inches above floor as needed;
- Replace existing toilets with new low flow toilets

SPECIFIC DBI WORK SCOPE ITEMS
Taken from Code Compliance Evaluation prepared by SF DBI/BFP dated 1/99

- Recommend installing emergency shut-off devices on water, gas, electrical lines entering building;
- Assumed that concrete slab on grade, exterior and interior wood framing are in OK condition;
- No structural/seismic inspection; Visual observation reveals no obvious deficiencies;
- Provide smoke detectors at all story levels in every unit (hallways and bedrooms)
- Remove portions of trees that extend within 10 feet of any chimney outlet; Remove deadwood;
- Remove weeds, grass, vines or other vegetation that may be a fire hazard;
- Correct deteriorated, damaged or insufficiently fastened *grounding electrode conductor;*
- Verify water lines are bonded to grounding electrode system;
- Bond gas pipe and hot water pipe in the water heater utility closet at each Unit;
- Provide hose bibs with appropriate vacuum breaker;
- At Bathrms only receptacle is part of light fixture over sink. Verify grounding;
- Gas shutoff for kitchen range is not accessible in any of the Units:
- Additional Items Unit 'A': Kitchen ceiling gypsum damage; Missing light lens in Bedrm entry; DW lacks air gap; No access within Mech.Rm.
- Additional Items Unit 'B': Tile damage left front Bedrm; CerTile stains Master Bath; Damaged sconce at stairs; DW air gap; Access at Mech.Rm.
- Additional Items Unit 'C': Damaged shower door frame Master Bath; Defective receptacle cover behind fridge and at clothes dryer; DW air gap;
- Additional Items Unit 'D': Replace double cylinder rim lock at front door; Kitchen ceiling gypsum damage; Minor paint damage at stairwell; Damaged recessed lt at Kitchen; DW air gap; 1st floor lavatory length excessive; Access to Mech.Rm.
- Additional Items Unit 'E': Minor paint damage right rear bedroom; 1st Floor WC clearance; Access to Mech Rm .
- Additional Items Unit 'F': Minor paint damage at stairwell and right front bedroom; Replace missing lens cover at Kitchen; DS air gap; 1st floor lav trap length excessive; 2nd Floor Master Bath WC clearance; Access at Mech.Rm.
- Disability Access Issues: DU's in existing privately funded Apts exempt from Title 24. DU's in publicly funded Apts must comply with current regulations;

Cont'd
EXHIBIT 'F'/LIST OF ALTERATION
TREASURE ISLAND BLDGS: 1103 BIGELOW; 1104 HALYBURTON
Walden House/Ms. Barnes
7/5/00 Page 3

BUILDING 1104 1104 Halyburton Court
GENERAL WORK SCOPE ITEMS

- Power spray wash existing exterior aluminum siding;
- Repair roof as necessary;
- Assume 15% of the exterior fencing needs to be repaired;
- Assume 5% of gutters and downspouts need to be repaired/replaced;
- Assume 5% of the aluminum siding needs to be replaced;
- Assume 10% of existing doors and windows need to be replaced;
- New carpet and sheet vinyl at each Unit
- Paint all interior surfaces
- Add convenience GFI outlet at Bathrooms at 48 inches above floor as needed;
- Replace existing toilets with new low flow toilets

SPECIFIC DBI WORK SCOPE ITEMS
Taken from Code Compliance Evaluation prepared by SF DBI/BFP dated 1/99

- Recommend installing emergency shut-off devices on water, gas, electrical lines entering building;
- Assumed that concrete slab on grade, exterior and interior wood framing are in OK condition;
- No structural/seismic inspection; Visual observation reveals no obvious deficiencies;
- Provide smoke detectors at all story levels in every unit (hallways and bedrooms)
- Remove portions of trees that extend within 10 feet of any chimney outlet; Remove deadwood;
- Remove weeds, grass, vines or other vegetation that may be a fire hazard;
- Correct deteriorated, damaged or insufficiently fastened *grounding electrode conductor;*
- Verify water lines are bonded to grounding electrode system;
- Bond gas pipe and hot water pipe in the water heater utility closet at each Unit;
- Provide hose bibs with appropriate vacuum breaker;
- At Bathrms only receptacle is part of light fixture over sink. Verify grounding;
- Gas shutoff for kitchen range is not accessible in any of the Units;
- Additional Items Unit 'A': Minor tile damage/floor squeak front of 2nd floor Hall Bath; Receptacle cover at Kitchen sink; Rear Porch lt fixture lamp; DW air gap; WH strapping; WH relief drain location; Disconnected gas pipe at WH/furnace not properly capped; Connect WH vent;
- Additional Items Unit 'B': Rear Porch light fixture lamp; DW air gap; 1st floor lav trap length excessive; Access at Mech.Rm
- Additional Items Unit 'C': Ridge at VAT right rear Bedrm; Tile damage right front Bedrm; 2nd Floor Master Bath stall damaged; Rear Porch light fixture lamp DW damaged receptacle; Access at Mech Rm;
- Additional Items Unit 'D': 1st Floor peeling linoleum; Paint damage at Stairwell and right front Bedrm; 6" hole Hall wall left rear Bedrm Closet: Tile damage left rear and left front Bedrms; Gypsum and paint damage right rear Bedrm; Rear Porch light lamp; Fixture lens in Kitchen; Damaged receptacle in right rear Bedrm; DW air gap; Strap WH; WH relief drain location; Disconnected gas pipe at WH/furnace not properly capped;
- Additional Items Unit 'E': 1st Floor peeling linoleum; Rear Porch light lamp; Missing receptacle cover behind fridge; Provide accurate circuit directory on face of or inside electrical panel door; 1st Floor WC clearance; Access at Mech.Rm.;
- Additional Items Unit 'F': Missing VAT at Laundry; Paint ceiling at Kitchen/Laundry; Paint damage left front Bedrm; Flooring ridge right rear Bedrm; Paint damage Stairwell and right front Bedrm; Rear Porch light lamp; Access to lt fixture receptacle 1st Floor Bath inadequate; DW air gap; 1st Floor WC clearance; Access at Mech.Rm.;
- Disability Access Issues: DU's in existing privately funded Apts exempt from Title 24.
  DU's in publicly funded Apts must comply with current regulations;

Cont'd
EXHIBIT 'F'/LIST OF ALTERATION
TREASURE ISLAND BLDGS: 1103 BIGELOW; 1104 HALYBURTON
Walden House/Ms. Barnes
7/5/00 Page 4

PROPOSED WORK SCOPE FOR DISABILITY ACCESS FEATURES
PROVISION OF ONE FULLY ACCESSIBLE APARTMENT UNIT TO COMPLY WITH THE REQUIREMENTS FOR BOTH BUILDINGS 1 UNIT/12 UNITS = 8.3% > 5% REQUIREMENT.

IT IS PROPOSED TO JOIN THE BOTTOM LEVELS OF THE TWO (3) BEDROOM APARTMENTS TO ACHIEVE THE ACCESSIBLE APARTMENT, AND JOIN THE TOP LEVELS TO CREATE AN UPPER FLOOR NON ACCESSIBLE APARTMENT.
Features include but may not be limited the following:

At 1st Floor Accessible Unit:

- Path of travel from the community pathway system to the Entry door of the Accessible Unit including accessible walks, ramps, handrails and landings as required;
- Access to the Garbage Hold;
- Access to Outdoor Storage Shed;
- Access to Mechanical Room;
- Access to Rear Yard via new door and concrete patio at floor level, and ramp down;
- Modification of all exterior doors as required for proper entry and exit from front and rear;
- Lever hardware at all interior doors;
- Redesign for accessible Kitchen, Laundry and Bathroom facilities;
- Accessible Bedroom and Closets;
- Accessible, outlets, thermostats, switches and other similar electrical service equipment;

At 2nd Floor Non Accessible Unit:

- Enclosure of stairs to separate from 1st Floor accessible Unit;
- Addition of Kitchen/Laundry;

ADDITIONAL ACCESSIBILITY WORK SCOPE ITEMS
To be completed as budget allows:

- To make Units 'Visitable' for accessibility, replace front entry step, landing, and pathway system with new landing and pathways system.
- To make Units 'Visitable' for accessibility, replace front door hardware with new lever hardware;
- A 'Visitable' Toilet Room in not included in the Project Scope of Work at this time;

If you have any questions, please do not hesitate to call.

Respectfully Submitted,

Dennis L. Singer
for Singer & Associates DLS:cs md\projects\2000-misc\0008WHTreasureIsland0705.M00

AGENDA ITEM

Treasure Island Development Authority

City and County of San Francisco

Subject: Authorizing and endorsing submission of grant application to the California Integrated Waste Management Board (CIWMB) for $98,450 for the deconstruction of Building 40

Agenda No. 10

Contact Person/Phone: Robert Mahoney 274-0660
Joan Rummelsburg 274-0672
Marianne Conarroe 274-0382

Meeting Date: July 26, 2000

SUMMARY OF PROPOSED ACTION: Staff seeks the authorization and endorsement of the Authority for the proposed project and the application to the CIWMB for funding for the deconstruction of Building 40.

BACKGROUND AND DESCRIPTION OF PROPOSED ACTION: In January 2000, the CIWMB appropriated $200,000 for 2000-2001 for deconstruction grants to local governments to efficiently recover reusable materials and to reuse these resources, reducing the amount of waste that would ordinarily be deposited into landfills. Deconstruction will also reduce the cost of disposal for the Project Office and future developers. This project and others will reduce the number of unsafe and unusable structures on Treasure Island's southeast corner. These structures are subject to vandalism and trespassing and pose a public safety hazard.

In developing the application, the Project Office worked closely with San Francisco Recyclers, a TIHDI member organization. If a contract is successfully concluded with San Francisco Recyclers, project managers will hire and train up to 10 homeless workers, creating a pool of trained workers for future deconstruction and construction jobs.

The Project Office obtained letters of support from San Francisco's Solid Waste Management Program, TIHDI, and the Treasure Island Wetlands Project.

ATTACHMENTS:

1. Application for funds and description of project

2. CIWMB application guidelines for Deconstruction Grant

COPY

OFFICE OF THE MAYOR
SAN FRANCISCO

TREASURE ISLAND PROJECT
410 AVENUE OF PALMS, BLDG #1
TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660
FAX (415) 274-0299

WILLIE LEWIS BROWN, JR.

Table of Contents

APPLICATION COVER SHEET

Applicant: City and County of San Francisco
Department or Agency: Treasure Island Development Authority
Street Address: 410 Avenue of the Palms, 2nd Floor, Treasure Island
Mailing Address (if different from street address):
City & Zip Code: San Francisco, CA 94130 County: San Francisco

Regional Participants (if applicable):

Primary Contact (Name & Title): Robert Mahoney, Deputy Executive Director and Facilities Manager
Phone: (415) 274-0660 Fax: (415) 274-0299
Email Address: robert_mahoney@ci.sf.ca.us

Finance Officer (Name & Title): Eila Arbuckle, Manager, Finance Department
Phone: (415) 274-066 Fax: (415) 274-0299
Email Address: eila_arbuckle@ci.sf.ca.us

Program Director (Name & Title): Annemarie Conroy, Executive Director
Phone: (415) 274-0660 Fax: (415) 274-0660
Email Address: annemarie_conroy@ci.sf.ca.us

Assembly District(s): Assemblywoman Carole Migden - District 13
Senate District(s): Senate Pro Tem John Burton - District 3

Brief Description of Project (3-5 Sentences): The project consists of the deconstruction of a 14,000 square foot building constructed by the Navy in 1942. The process of deconstruction will generate the reuse of 80% of the structure's wood, bring the public's attention to the advantages of deconstruction and train 10 workers in its technique.
Total Grant Request: $98,450

Certification: I declare, under penalty of perjury, that all information submitted for the Board's consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief.

Signature:
Robert Mahoney, Deputy Director Date: July 7, 2000 Phone: (415) 274-0660
Print Name and Title of Person Authorized by Resolution: Annemarie Conroy, Executive Director

Proposal Narrative

Section 1: Need for a Deconstruction Grant.

San Francisco is uniquely positioned to utilize financial resources made available by the California EPA for deconstruction projects. The following describes Treasure Island's history and relevant background.

- On May 2, 1997, the Board of Supervisors of the City and County of San Francisco authorized the Mayor's Project Office to establish the Treasure Island Development Authority (TIDA) for the purpose of overseeing and implementing the redevelopment, reconstruction, rehabilitation, reuse and conversion of Treasure Island for the convenience, public interest, welfare and common benefit of the inhabitants of the City.

- San Francisco is currently experiencing a building boom, in which many older buildings are demolished to make way for new structures. As a result, thousands of tons of construction and demolition debris are disposed in local landfills. Few of these buildings are being deconstructed, salvaging wood and components for reuse. They are often excellent candidates: older, wood frame, warehouses and residences. The reasons for this missed opportunity are complex, but can be summed up as time, money, lack of awareness, and lack of sufficient trained deconstruction workers. In fact the construction boom has created its own shortage of construction workers.

The following describe TIDA's urgent and ongoing need for deconstruction:

- TIDA faces the task of removing a large number of unsafe and unusable wood frame buildings to protect the public and current tenants on the island. With more and more people living and working on the island, several of the buildings have become an attraction for vandals and trespassers, posing a public safety hazard.

- TIDA also seeks to entice prospective developers to the island. The buildings hold hundreds of thousands of board feet of Douglas fir and Redwood lumber. Their deconstruction for reuse would create useful open space, and recover significant wood resources. It is an ongoing need for which TIDA experiences a need for a stream of funding for deconstruction of all of the unused, deteriorating structures.

- Building 40, our target building, contains 102,000 board feet of recoverable lumber. At the present moment there are insufficient funds to pay for the deconstruction or demolition of these buildings. If the removal of the buildings is left until a future developer takes possession of the land, demolition, instead of deconstruction may well happen due to time and money pressures.

- The opportunity is now. Currently, there is plenty of time, and a workforce available through the homeless support collaborative called Treasure Island Homeless Development Initiative (TIHDI, pronounced "tie-dye"). Its existing agreement with

TIHDI and mandate from the Board of Supervisors enable TIDA to work closely with TIHDI whose clients members need training and job opportunities. A TIHDI member agency, San Francisco Community Recyclers, (SFCR) has deconstruction expertise as well as funding support from the San Francisco Solid Waste Management Program.

Deconstruction is a viable alternative to traditional demolition in San Francisco. For all these reasons, San Francisco is uniquely situated to put the Deconstruction Grant funds offered by the California Integrated Waste Management Board to effective use.

Section 2: Objectives

Our proposed deconstruction project at Treasure Island will provide the opportunity to attain several objectives:

- Help jumpstart development on Treasure Island by enabling TIDA to provide future developers with a clean, vacant site. The cost of this pre-development activity could be recouped in the price paid by a developer for a clear, prepared site.

- Reduce the number of vacant buildings which are subject to trespassing and vandalism on Treasure Island.

- Showcase deconstruction to the media and public in a highly visible location as a resource conservation technique, cost-effective demolition alternative and as an employment and training activity.

- Reduce significantly the volume and the cost to TIDA or future developers of transporting waste that would have otherwise gone to the landfill in the demolition of Building 40.

- Recover for reuse over 80% of the wood in the Building 40.

- Quantify both the recovery and waste reduction and publish the findings in order to facilitate expansion of San Francisco's existing public sector green building ordinance to a all sectors.

- Hire and train up to 10 homeless workers. Create a pool of trained workers for future deconstruction and construction jobs.

- Add to the training manual the CIWMB began with the project at Mather Field.

- Create an informational fact sheet to hand out to all architects, developers, contractors and demolition contractors who apply for demolition permits.

Section 3: Methodology

The project will be conducted by TIDA, through the collaborative efforts of TIDHI. TIDA has consulted with San Francisco Community Recyclers (SFCR) and Beyond Waste in developing the application for the project, with the overall project supervised by the Robert Mahoney, Deputy Executive Director and Facilities Manager, for the Mayor's Treasure Island Project Office.

Task 1:	A plan will be created for the actual deconstruction of Building 40 by the contractors and a media plan for promotion by all participants.
Task 2:	TIDHI Job Broker will screen candidates to be hired for the deconstruction.
Task 3:	The project contractors will interview and hire the workers for project
Task 4:	All workers will receive an initial safety training.
Task 5:	The deconstruction will proceed for four weeks with five skilled deconstruction trainers and 10 trainees.
Task 6:	As the deconstruction proceeds, volumes and quantities of materials will be inventoried by project staff.
Task 7:	As deconstruction proceeds, methods used will be documented.
Task 8:	Approximately midway through the deconstruction, efforts will be made to inform the public of the methods and achievements of the use of deconstruction.
Task 9:	After deconstruction is complete, informational materials will be produced using information gathered during the deconstruction process.

This project will advance the awareness and acceptability of deconstruction so that it can compete for jobs in the private sector, as it currently does at a level below its potential.

Section 4: Evaluation.

The deconstruction plan will include a goal for wood recovery and a target for waste. Actual costs for deconstruction will be measured against the traditional demolition costs to see how competitive complete deconstruction really is. There was a Building Deconstruction Assessment done in 1997 that will be serve as a guideline for recovery. We will also see how accurate and effective that assessment system is.

The evaluation criteria are straightforward:

- wood recovered in board feet
- materials recycled
- materials disposed (in tons)
- jobs created (in numbers)

Record keeping and evaluation work will be completed by contractor staff and checked for accuracy by the members of the Treasure Island Project staff. Hired workers will be evaluated by their supervisors from the project contractor and the TIHDI Job Broker program to determine marketable skills developed on the deconstruction project.

Reports will produced be in both narrative and spreadsheet formats.

Section 5: Budget

	Budget for Treasure Island Deconstruction Project	
	Building 40	
Deconstruction Staff		
Wage rate includes tax, worker comp, benefits		
	Trainers -5 @ $36/hr x 4 wks=	28,000
	Trainees - 10 at $20/hr x 4 wks=	32,000
	Project Manager - 1@ $1,250/wk x 6 wk =	7,500
		67,500
Hazardous waste abatement		8,000
Deconstruction expenses		
	Waste hauling, trucking	3,000
	Tipping Fees	2,000
	Equipment rental	3,000
	Tools, expenses	2,000
	Safety Consultant	1,500
		11,500
Reporting, Media, Brochure		
	Media/Promotion - staff and materials	1,000
	Brochure - design, production, distribution	1,500
		2,500
Sub Total		89,500
Administration/Overhead		
	10% of project costs	8,950
Total Costs		98,450

Section 6: Completeness, Letters of Support, Experience

Letters of Support (see attached)

- San Francisco Solid Waste Management Program
- Treasure Island Homeless Development Initiative
- Treasure Island Wetlands Project, Ruth Gravanis

Experience.

Although TIDA utilized the expertise of SF Community Recyclers and Beyond Waste in formulating the parameters of this application, these entities are not yet bound by contract with TIDA to perform the work. That, of course, is a transaction separate from this application. If awarded this grant, TIDA will endeavor to select contractors with experience equivalent to that of Beyond Waste and SF Community Recyclers, as noted below.

Beyond Waste, with its joint venture partner, San Francisco Community Recyclers, has substantial experience for this project. Beyond Waste is a licensed demolition contractor and has conducted several training projects and many deconstruction projects over the past five years, and is considered a leader in this field.

SF Community Recyclers has been operating recycling and reuse activities in San Francisco since 1980. In 1995 SFCR opened Building Resources a building materials salvage business that recovers 500-600 tons of material each year. SFCR has experience and space for marketing materials from deconstruction projects.

SF Community Recyclers brings public relations and promotional skills to the project, as well as being a partner in TIDHI.

Related Projects and Funding

Beyond Waste led a deconstruction demonstration and training effort at Mather Field in Sacramento in 1999 that was funded by the CIWMB.

SFCR is currently funded by San Francisco Solid Waste Management Program for $50,000 to support the expansion of deconstruction in the city. SFCR formed a joint venture with Beyond Waste, Inc called Deconstruction Works to accomplish that mission. So far this year the venture has completed 10 deconstruction contracts.

SFCR assisted TIHDI in applying and completing the Building Deconstruction Assessment grant from the SF Solid Waste Management Program in 1997. SFCR and Beyond Waste collaborated on the deconstruction of building 901 in the Presidio in 1996. That project was funded in part by the National Park Service and was studied extensively by California Integrated Waste Management Board staff.

SOLID WASTE MANAGEMENT PROGRAM

RECYCLING PROGRAM • HAZARDOUS WASTE MANAGEMENT PROGRAM

WILLIE L. BROWN, JR.
MAYOR

PAUL V. HORCHER
DIRECTOR

June 30, 2000

Robert Mahoney, Facilities Manager
Mayor's Office Treasure Island Project
410 Avenue of Palms, Treasure Island
San Francisco, CA 94130

Dear Mr. Mahoney:

The San Francisco Solid Waste Management Program strongly supports your application for $100,000 from the California Integrated Waste Management Board Deconstruction Grant Program. Deconstructing buildings on Treasure Island in conjunction with San Francisco Community Recyclers ("SFCR"), Beyond Waste and the Treasure Island Homeless Development Initiative ("TIHDI") will be a high visibility demonstration project.

We are pleased to have been able to financially assist TIHDI in assessing buildings on the island to identify good candidates for deconstruction, and SFCR and Beyond Waste in deconstructing buildings in San Francisco. Financial assistance from the California Integrated Waste Management Board will enable your office to bring these efforts to fruition on Treasure Island. We wish you success on this project and will assist in any way we can.

Sincerely,

Paul V. Horcher
Director

1145 MARKET STREET, SUITE 401 SAN FRANCISCO, CALIFORNIA 94103
phone: (415) 554-3400 fax: (415) 554-3434 e-mail: sfrecycle@ci.sf.ca.us web site: www.sfrecycle.org

TIHDI

Treasure Island Homeless Development Initiative

July 6, 2000

Robert Mahoney
Deputy Director
Treasure Island Development Authority
410 Palm Ave., Bldg. #1
San Francisco, CA 94130

Re: Proposal for deconstruction

Dear: Mr. Mahoney

The Treasure Island Homeless Development Initiative (TIHDI) is in strong support of your application to the CIWMB for a deconstruction pilot project on Treasure Island.

As you know the civilian reuse of military bases offers localities many opportunities to meet local and statewide goals. Deconstruction is a "win-win" for everyone because it provides training opportunities for the disadvantaged as well as protects the environment. TIHDI conducted the extensive survey of the buildings on TI and the survey shows that Building 40 is an excellent site for a pilot project.

Please let us know if we can be of any further assistance. Good luck.

Sincerely,

Sherry Williams
Executive Director

410 Palm Ave., Bldg. 1,
Treasure Island, San Francisco, CA 94130
Tel: (415) 274-0311
Fax: (415) 274-0316

TREASURE ISLAND WETLANDS PROJECT

74 Mizpah Street
San Francisco, CA 94131
(415) 585-5304
gravanis@earthlink.net

July 6, 2000

Mr. Dan Eaton, Chair
California Integrated Waste Management Board
8800 Cal Center Drive
Sacramento, CA 95826

Re: Application for a Deconstruction Grant for Treasure Island

Dear Mr. Eaton:

The Treasure Island Wetlands Project supports the Treasure Island Development Authority's application for a Deconstruction Grant.

The Treasure Island Wetlands Project is a collaboration of seven civic and environmental organizations advocating the creation of wetlands on Treasure Island as part of an economically and environmentally sound development program. The deconstruction, as opposed to demolition, of obsolete buildings is an essential component of sustainable redevelopment.

A Deconstruction Grant from the Waste Management Board will help the City of San Francisco meet its State-mandated goal of reducing contributions to the landfill. It will also protect water quality by helping to keep dust and other debris out of the storm drain system and the Bay.

Deconstruction provides a major opportunity for resource recovery, as well as protecting the investment of energy that went into the manufacture and processing of the materials in the first place. And the fixtures, windows, used lumber and other items can be reused on the island or sold to generate much-needed revenue.

Perhaps most importantly, the grant would significantly augment the employment program offered by the Treasure Island Homeless Development Initiative. TIHDI has an established a track record of effective management of job training, supervision and placement as part of its comprehensive program to put the formerly homeless "back on their feet." Because many of the prospective participants live on Treasure Island, providing job opportunities on the island will create a jobs-housing balance that relieves pressure on our transportation system.

A grant to enable a building deconstruction program on Treasure Island would have multiple benefits, including creating a visible model to inspire similar efforts throughout the region. We heartily endorse the Treasure Island Development Authority's application.

Yours truly,

Ruth Gravanis
Director

Section 7: C&D Management Practices

San Francisco approved a green building, resource conservation ordinance in 1998 that applies only to City departments. The ordinance encourages waste reduction and requires development of a waste management plan for any project.

SFCR has proposed a deconstruction ordinance at the Board of Supervisors, but no action has been taken. In 1999 SFCR staff assisted San Francisco Supervisor Becerill in developing and passing a demolition notification ordinance for the City. The legislation permits the notification of interested parties by the Planning Department when permits for demolition are applied for and approved.

Over the past three years SFSWMP has funded SFCR, TIHDI and Project Teamwork for tasks relating to the development of deconstruction techniques.

SFSWMP has funded Building Resources for five years to encourage the salvage and marketing of used building materials. SWMP has also funded a number of other C&D recovery projects in the city.

SFCR and TIHDI are founding members of the Community Woodworks, a regional collaboration to provide support to the new deconstruction industry. Community Woodworks provides milling, storage, de-nailing and marketing of materials generated by deconstruction projects. The Community Woodworks mill and office is located at the end of the Bay Bridge on the Oakland Army Base.

Section 8: Leveraging for wider application

This project has excellent prospects for leveraging wider exposure and application. Treasure Island is a highly visible part of the San Francisco Bay Area. As noted above, Treasure Island contains several structures left over from Navy occupancy which are safety hazards and which the Project Office would like taken down. The Office's five primary priorities for the near future are Buildings 97, 107, 233, 230 and 69.

The Mayor's Treasure Island Project Office and the proposed contractors will contact all major media who have indicated interest in deconstruction projects. We believe the media is not only interested in covering deconstruction projects, but is also very interested in the progress of redevelopment on Treasure Island.

The deconstruction of such a large building will yield a significant volume of recovered material. This material can be transformed to numerous other products at the newly created Community Woodworks mill.

We feel this project can have statewide, even national appeal, as a showcase for new construction and solid waste practices.

Section 9: Green Procurement Policy.

San Francisco adopted a Resource Conservation Ordinance in 1994. It was updated in 1999 and improved significantly. The ordinance includes green purchasing policy for city departments. (See Attached)

FILE NO. 000392

ORDINANCE NO. 83-00

[Resource Conservation]

REPEALING CHAPTER 21A, PART I OF THE SAN FRANCISCO MUNICIPAL CODE (ADMINISTRATIVE CODE) AND ADDING CHAPTER 21A, PART I OF THE SAN FRANCISCO MUNICIPAL CODE (ADMINISTRATIVE CODE), IMPOSING REQUIREMENTS ON CITY DEPARTMENTS TO PLAN FOR AND IMPROVE RESOURCE CONSERVATION AND RECYCLING PRACTICES.

Note: Additions are underlined; deletions are in ((double parentheses)).

Be it ordained by the People of the City and County of San Francisco:

Section 1. FINDINGS. The Board of Supervisors of the City and County of San Francisco hereby finds and declares that the Resource Conservation Ordinance, enacted in May 1992, imposed certain requirements upon City departments to recycle and reduce the amount of waste they generate. This amendment will repeal and reenact the ordinance to add more precise provisions, reflect the current marketplace for recycled products, impose requirements necessary to meet state-mandated deadlines and make each City department accountable for reducing its waste and purchasing practices.

Section 2. The San Francisco Administrative Code is hereby amended by repealing Chapter 21A, as follows:

((**SEC. 21A.1. FINDINGS.** The Board of Supervisors hereby finds and declares that:

(1) The landfill space available to San Francisco at the Altamont landfill is expected to last only 15 more years, and the cost-per-ton of solid waste disposal is expected to rise steeply after that time; and

(2) The careless discard of usable materials into the waste stream deprives the City of the economic benefit of the value in those materials while creating unnecessary expenses of collection and disposal; and

(3) Discontinuing the use of unnecessary materials is in the long-term financial and public health interest of the City; and

(4) At the present time, various departments of the City recycle annually 375 tons of office paper, 40 tons of newspaper, 60 tons of lubricating oils, 35 tons of used tires, 10,000 tons of construction and demolition debris and 1,800 tons of organic debris, and undetermined amounts of other recyclable products, such as bottles, aluminum and cardboard; and

(5) Recycling involves not only the collection of material that would become solid waste, but also involves the reconstitution and return of these materials to the economic stream in a marketable form; and

(6) Supporting the marketplace for recycled materials is a critical component of reducing the solid waste stream; and

(7) The Board of Supervisors has recognized the importance of creating and supporting markets for recycled products by encouraging every City department to demand and purchase recycled paper to the greatest extent possible; and

(8) The State of California has encouraged local governments to procure recycled products as one way of supporting markets for recycled products; and

(9) State law requires all local agencies to increase procurement of recycled products; and

(10) Requiring City departments to purchase recycled products and promulgating guidelines for such purchase and use will meet the State-mandated goals and contribute to the necessary reduction in solid waste. Such a requirement will not create shortages of materials or supplies for the City inasmuch as acceptable recycled products are available and of a quality comparable to virgin products, although the Board of Supervisors recognizes that

recycled products will be less available than virgin products until the recycling industries mature and markets develop.

(11) Resource conservation is imperative to preserve the health of ecosystems on the planet Earth and the most environmentally sound and economic methods of resource conservation are, in priority order, source reduction, reuse, recycling and composting. The City enacts this Chapter to require that (1) City departments establish in-house waste reduction programs, and (2) all City and County departments and agencies purchase recycled products to the maximum extent possible.

(12) Under this Chapter, the City and County of San Francisco wishes to exercise its power to make economic decisions involving its own funds as a participant in the marketplace and to conduct its own business as a municipal corporation to ensure that purchases and expenditures of public monies are made in a manner consistent with sound environmental policies and practices.

SEC. 21A.2. DEFINITIONS. As used in this Chapter, the following words and phrases shall have the meanings indicated herein:

"Brown paper" shall mean paper, usually made from unbleached kraft pulp, that is commonly used for bags, sacks and wrapping paper.

"Building insulation" shall mean a material, including blanket, board, spray-in-place and loose-fill that are used as ceiling, floor, foundation and wall insulation, primarily designed to resist heat flow, which is installed between the conditioned volume of a building and adjacent unconditioned volumes or the outside.

"City" or "City and County" shall mean the City and County of San Francisco or any department, board, commission or agency thereof.

"City funds" shall mean all monies or other assets received and managed by, or are otherwise under the control of, the Treasurer, and any notes, bonds, securities, certificates of indebtedness or other fiscal obligations issued by the City and County.

"Contract" shall include, but not be limited to, any contract, purchase order, term purchase agreement, revolving fund order, or other binding written obligation of the City and County.

"Contract specifications" shall mean the set of specifications prepared for an individual construction project containing design, performance and material requirements for that project.

"Contracting officer" shall mean that officer or employee of the City and County authorized under the Charter, the Administrative Code or the Municipal Code, to enter into a contract on behalf of the City and County. "Contracting officer" shall include the Mayor, each department head or general manager and other employees of the City and County authorized to enter into contracts or other binding agreements on behalf of the City and County.

"Construction" shall mean any and all actions necessary and incidental to the building of new public works or improvements, or the replacement, expansion, remodeling, alteration, modernization, or extension of existing public facilities.

"Cotton fiber papers" or "rag paper" shall mean paper that contains a minimum of 25 percent or more cellulose fibers, also commonly called "rag" derived from lint cotton, cotton linters and cotton or linen cloth cuttings and that is commonly used for stationery, ledgers, maps and other specialty papers.

"Doilies" shall mean paper placemats used on food service trays in hospitals or other institutions.

"Engine lubricating oil" shall mean petroleum-based oils used for reducing friction in engine parts.

"Facial tissue" shall mean any of a group of soft, absorbent and sanitary papers.

"Gear oil" shall mean petroleum-based oils used for lubricating machinery gears.

"High-grade bleached papers" shall mean printing and writing papers made of pulp that has been treated with bleaching agents, including offset printing, mimeo and duplicator paper, writing stationery, note pads, paper for high-speed copiers, envelopes, form bond including computer and carbonless papers, book paper, bond paper, ledgers and cover stock.

"Hydraulic fluids" shall mean petroleum-based hydraulic fluids.

"Industrial wipes" shall mean paper towels especially made for industrial cleaning and wiping.

"Millbroke" shall mean any paper waste generated in a paper mill prior to completion of the papermaking process. It is usually returned directly to the pulping process. Millbroke is excluded from the definition of "recovered materials."

"Newsprint" shall mean paper made primarily from mechanical wood pulps combined with some chemical wood pulp and generally used in the publication of newspapers or special publications.

"Paper napkins" shall mean special tissues of any size, color or texture which are used during meals or with beverages.

"Paper towels" shall mean paper toweling in folded sheets, or in raw form, for use in drying or cleaning or where quick absorption is required.

"Paperboard" shall mean the broad category of paper that is heavier in basis weight and thicker (0.012 inch or more) than paper. Paperboard generally includes container-board used for corrugated boxes, boxboard used to make cartons, and all other paperboard.

"Post-consumer material" shall mean only those products generated by a business or consumer which have served their intended end uses, and which have been diverted from solid waste for the purposes of collection, recycling and disposition.

"Purchaser" shall mean the Purchaser of the City and County or any authorized representative of that official.

"Recovered materials" shall mean waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

In the case of paper and paper products, "recovered material" shall include the following materials:

(1) Post-consumer material such as:

(a) Paper, paperboard and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end usage as a consumer item, including: Used corrugated boxes, old newspapers, old magazines, mixed waste paper, tabulating cards, and used cordage; and

(b) All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste; and

(2) Preconsumer materials such as manufacturing, forest residues, and other wastes including:

(a) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: Envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(b) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

(c) Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw linters, bagasse, slash, and other forest residues;

(d) Wastes generated by the conversion of goods made from fibrous material (e.g., waste rope from cordage manufacture, textile mill waste, and cuttings); and

(e) Fibers recovered from wastewater that otherwise would enter the waste stream.

"Recyclable product" shall mean any product separated or capable of being separated at its point of discard or from the solid waste stream for utilization as a raw material in the manufacture of a new product.

"Recycle" or "recycling" shall mean the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and/or hazardous waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Recycled paper" shall mean all paper or paper product that contains at least the following minimum percentages of recovered materials:

Paper Product	Percent Recovered
High-grade, bleached printing	50% waste paper of which
0or writing (office) papers	010% is post-consumer paper
Cotton-fiber papers	40% post-consumer
Newsprint	40% post-consumer
Tissue	
Toilet tissue	20% post-consumer
Paper towels	40% post-consumer
Paper napkins	30% post-consumer
Facial tissue	05% post-consumer

Doilies	40% post-consumer
Unbleached packing boxes	35% post-consumer
Brown paper	05% post-consumer
Recycled paperboard	80% post-consumer
Pad backing	90% post-consumer

"Re-refined oil" shall mean used oils from which the physical and chemical contaminants acquired through previous use have been removed through a refining process.

"Retread tire" shall mean a worn automobile, truck, or other motor vehicle tire whose tread has been replaced.

"Reuse" shall mean the secondary use of a product or its packaging in a way that conserves the product's inherent structure.

"Source reduction" shall mean discontinuing the use of unnecessary materials, rather than disposing of them into the waste stream and shall include (1) reduced resource use per unit of product, (2) increased product life, (3) product reuse and repair and (4) decreased consumption. "Source reduction" does not include steps taken after the material becomes solid waste or actions which would impact air or water resources in lieu of land, including, but not limited to, transformation.

"Specifications" shall mean the clear and accurate written descriptions, drawings, prints, commercial designations, industry standards, and other descriptive references setting forth the technical requirements for materials, supplies, equipment, or services specifying the minimum requirement for quality and construction of materials, equipment and service necessary for an acceptable product.

"Tire" shall mean the following types of tires: Passenger car tires, light- and heavy-duty truck tires, high-speed industrial tires, bus tires, and special-service tires (including agricultural, off-road and slow-speed industrial).

"Tissue products" shall mean paper primarily used for its soft or absorbent properties, including toilet tissue, paper towels, paper napkins, facial tissue, doilies and industrial wipes.

"Toilet tissue" shall mean sanitary tissue paper, marketed either in rolls or in interleaved packages, and characterized by its softness, absorbency, cleanliness, adequate strength and easy disposability.

"Transformation" shall mean incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

"Wastepaper" or "secondary waste material" shall mean any of the following "recovered materials":

(1) Post-consumer materials such as:

(a) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end usage as a consumer item, including: Used corrugated boxes, old newspapers, old magazines, mixed wastepaper, tabulating cards, and used cordage; and

(b) All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste; and

(2) Preconsumer materials including manufacturing, forest residues, and other wastes such as:

(a) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those trimmings of the paper machine reel into smaller rolls or rough sheets) including: Envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(b) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

"Unbleached papers" shall mean any papers made of pulp that has not been treated with bleaching agents.

SEC. 21A.3. IN-HOUSE WASTE REDUCTION. It shall be the goal of all City departments to reduce the amount of waste generated and disposed of within their operations.

Every City department shall designate at least one person to work with the Director of Administrative Services' Buy-Recycled and Source Reduction Committee to develop and implement programs to reduce the amount of waste disposed of by City government departments.

SEC. 21A.4. PURCHASE OF BUILDING INSULATION PRODUCTS. (a) **Recovered Materials in Building Insulation Products.**

(1) All City departments having the responsibility for drafting or reviewing specifications for construction of public works and improvements and for procurement of materials, supplies and equipment necessary for said construction or for maintenance, repair or renovation of public facilities, shall require in all such specifications that all bidders, contractors and vendors offer the City building insulation products using or containing recovered materials whenever available and to the maximum extent possible without jeopardizing reasonable performance standards.

(2) For purposes of this Section, all City departments shall require the following minimum percentages of recovered materials in building insulation products:

Insulation Product	Percent Recovered
Cellulose, loose-fill and spray-on	75% post-consumer recovered paper
Perlite composite board	23% post-consumer recovered paper

Plastic rigid foam

(polysocyanurate/polyurethane)

Rigid foam 9% recovered material

Foam-on-place 5% recovered material

Glass fiber reinforced 6% recovered material

Phenolic rigid foam 5% recovered material

Rock wool 50% recovered material

(b) **Nonapplicability.**

(1) Section 21A.4 shall not apply to bid packages advertised and made available to the public or any competitive and sealed bids received by the City or entered into prior to the effective date of this Chapter.

(2) Section 21A.4 shall not apply to any amendment, modification to or renewal of a contract, which contract was entered into prior to the effective date of this Chapter, where such application would delay timely completion of a project or involve an increase in the total monies to be paid by the City and County under that contract.

(3) The provisions of Section 21A.4 shall not apply where the contracting officer finds and certifies that:

(A) Building insulation products containing recovered material are not available in a sufficient quantity within a period of time necessary for completion of a project or application; or

(B) The available building insulation product containing recovered material is unable to meet technical performance standards required by the contract; or

(C) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the State of

California or the United States or the instructions of an authorized representative of any such agency with respect to any such grants, subvention or contract.

SEC. 21A.5. PURCHASE OF RECYCLED PAPER AND PAPER PRODUCTS. (a) **Departments to Purchase Recycled Paper; Bond Paper With 25 Percent Rag Content Used for Letterhead.**

(1) Any City department seeking to purchase paper or paper products shall require, as part of the standards or specifications for procurement of paper or paper products, that the bidders offer recycled paper and paper products containing recovered materials, to the maximum extent possible within the performance standards required by the contract. Bond paper purchased for use as printed City letterhead shall be recycled paper containing recovered materials without regard to Section 21A.5.(b)(3)(D) pertaining to nonapplicability.

(2) Any City department specifying nonrecycled paper or paper products shall set forth the performance standards required to be met necessitating the purchase of a nonrecycled product, and shall certify that recycled paper or paper products are unavailable to meet the contract requirements. Performance standards and specifications shall bear reasonable relation to the function or intended end use of the product.

(3) The contracting officer shall require all suppliers of paper to certify the minimum content of recovered materials in paper or paper products to be provided in the performance of a contract.

(4) In all contracts for printing services for the City, the contract shall specify and require that the contractor use recycled paper or paper products meeting the standards in Section 21A.2 of this Chapter to the maximum extent possible, and, when appropriate, that the contractor print the document using double-sided pages.

(5) When appropriate, all preprinted City forms, letterhead and other printed material shall be on double-sided pages and shall bear a notation or logo identifying the paper as a recycled product.

(6) Any City department requiring the preparation and/or submission of any bid, report, request for proposal, quotation or other document shall specify and require the document to be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

(b) **Nonapplicability.**

(1) Section 21A.5 shall not apply to bid packages advertised and made available to the public or any competitive and sealed bids received by the City or entered into prior to the effective date of this Chapter.

(2) Section 21A.5 shall not apply to any amendment, modification or renewal of a contract, which contract was entered into prior to the effective date of this Chapter, where such application would delay timely completion of a project or involve an increase of more than 10 percent in the total monies to be paid by the City and County under that contract.

(3) The provisions of Section 21A.5 shall not apply where the contracting officer finds and certifies that:

(A) There is no available recycled-paper product meeting the reasonable performance standards required by the contract; or

(B) The available recycled paper or paper product is of a quality inappropriate to the intended end use of the paper; or

(C) The recycled paper product is not available in a sufficient quantity within a reasonable time as required by the contract; or

(D) The available recycled paper or paper product contract price is more than 20 percent higher than the lowest responsive bid for the equivalent nonrecycled paper; or

(E) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the State of California or the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract.

SEC. 21A.6. PURCHASE OF RE-REFINED OIL. (a) Department to Purchase or Use Re-refined Oil.

(1) To the maximum extent possible, all City departments entering into contracts for the purchase or use of lubricating oils shall specify and require the use of re-refined oil.

(2) All City departments entering into contracts for the purchase or use of lubricating oils shall set a minimum re-refined oil content standard for purchases of oils pursuant to this Chapter, based on criteria of performance, availability and price, but shall require no less than 25 percent minimum re-refined oil content.

(3) When a contract proposal specifies a minimum re-refined oil content standard for purchase of oil under that contract, the contracting officer shall require each contractor to certify that oil to be used in the performance of the contract will have an API rating that meets vehicle manufacturer's specifications required for keeping warranties intact.

(4) The contracting officer shall require all suppliers of re-refined oil to certify the percentage of re- refined oil content used as a factor of the total volume of oil supplied under the contract.

(b) **Nonapplicability.**

(1) Section 21A.6 shall not apply to bid packages advertised and made available to the public or any competitive and sealed bids received by the City or entered into prior to the effective date of this Chapter.

(2) Section 21A.6 shall not apply to any amendment, modification or renewal of a contract, which contract was entered into prior to the effective date of this Chapter, where

such application would delay timely completion of a project or involve an increase of more than 10 percent in the total monies to be paid by the City and County under that contract.

(3) Section 21A.6 shall not apply where the contracting officer finds and certifies that:

(A) There is no available re-refined oil product which will have an API rating that meets vehicle manufacturer's specifications required for keeping warranties intact; or

(B) The re-refined oil is not available in a sufficient quantity within a reasonable period of time as required by the contract; or

(C) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the State of California or the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract.

SEC. 21A.7. PURCHASE OF RETREAD TIRES. (a) **Departments to Purchase Retread Tires.**

(1) Any City department entering into a contract for the purchase of tires shall purchase retread tires for use on the following vehicles: Four-tire rear-axle trucks.

(2) Any City department purchasing tires for uses other than those enumerated in Subdivision (a) of this Section may purchase retreaded tires meeting the functional criteria and performance requirements for such use. Specifications for said contracts shall describe the functional requirements of tires to be procured, including performance criteria, any desirec mileage guarantees and the size and type of tire required.

(3) Notwithstanding any other provision of this section, the City shall not purchase retreaded tires for use on police, fire, ambulance or any other emergency vehicle used in the course of protecting the health and safety of the residents of the City.

(b) **Nonapplicability.**

(1) Section 21A.7 shall not apply to bid packages advertised and made available to the public or any competitive and sealed bids received by the City or entered into prior to the effective date of this Chapter.

(2) Section 21A.7 shall not apply to any amendment, modification or renewal of a contract, which contract was entered into prior to the effective date of this Chapter, where such application would delay timely completion of a project or involve an increase of more than 10 percent in the total monies to be paid by the City and County under that contract.

Section 21A.7 shall not apply to:

(A) Any binding contractual obligation for purchase of retread tires entered into prior to the effective date of this Chapter; or

(B) Where the contracting officer finds that the available retread tires will not meet reasonable performance standards or are otherwise of a quality inappropriate to the intended end use of the tire; or

(C) Where the inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the State of California or the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract.

SEC. 21A.8. OTHER RECYCLED PRODUCTS. (1) To the maximum extent possible, the City shall procure for its use other recycled products not otherwise defined in this Chapter.

(2) The Department of Solid Waste Management shall act as a clearinghouse of information on recycled product availability, performance, and post-consumer content and shall assist departments and the Purchaser in meeting compliance with the letter and spirit of this ordinance.

SEC. 21A.9. PURCHASES OF RECYCLED PAPER — COMPATIBLE EQUIPMENT. (Reserved)

SEC. 21A.10. REMANUFACTURING. (Reserved)

SEC. 21A.11. CONTRACTOR RESPONSIBILITY. Nothing in this Chapter shall be construed to relieve a contractor of responsibility for providing a satisfactory product.

SEC. 21A.12. RULES AND REGULATIONS. (a) The Department of Solid Waste Management shall promulgate any rules and regulations necessary or appropriate to carry out the purposes and requirements of this ordinance. Each department, board and commission of the City and County shall cooperate with, and provide in writing to, the Department of Solid Waste Management, all information necessary for the promulgation of such rules and regulations.

(b) All contracts and other similar written agreements shall incorporate this Chapter by reference whenever applicable and shall provide that the failure of any bidder or contractor to comply with any of its requirements shall be deemed a material breach of contract.

SEC. 21A.13. PUBLIC RECORDS. Any and all documents and reports prepared pursuant to the requirements of this ordinance shall be made available for public inspection upon proper request, except those prepared for purposes of litigation.

SEC. 21A.14. PENALTY. (a) Whenever any department of the City and County discovers, after an investigation by the contracting officer and the City Attorney, that a person or entity being considered for a contract or under contract with the City and County has, in connection with the bidding, execution or performance of any City contract:

(1) Falsely represented to the City and County the nature or character of the products offered, used or supplied under the contract; or

(2) Provided the City with products in violation of this ordinance, the rules and regulations adopted pursuant to this ordinance, or contract provisions pertaining to the required use or purchase of recycled products, the contracting officer shall have the authority

to impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this ordinance including, but not limited to:

(1) Refusal to certify the award of a contract;

(2) Suspension of a contract;

(3) Ordering the withholding of funds due the contractor under any contract with the City and County;

(4) Ordering the revision of a contract based upon a material breach of contract provisions or pertaining to representations made in bidding, execution or performance of the contract;

(5) Disqualification of a bidder or contractor from eligibility for providing commodities or services to the City and County for a period not to exceed five years, with a right to review and reconsideration by the contracting City office or department after two years upon a showing of corrective action indicating violations are not likely to reoccur.

(b) All contracts shall provide that in the event any bidder or contractor fails to comply in good faith with any of the provisions of this Chapter the bidder or contractor shall be liable for liquidated damages in an amount equal to the bidder's or contractor's net profit under the contract, or five percent of the total amount of the contract dollars whichever is greatest. All contracts shall also contain a provision whereby the bidder or contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County upon demand and may be set off against any monies due to the bidder or contractor from any contract with the City and County of San Francisco.

SEC. 21A.15. (RESERVED)

SEC. 21A.16. IMPLEMENTATION REPORTS. The Office of Solid Waste Management shall provide written reports on the implementation of this ordinance to the Board of Supervisors (1) at the first Board of Supervisors meeting held 12 months after this

Chapter has taken effect; and (2) annually thereafter. Each department, board and commission of the City and County shall cooperate with, and provide in writing to, the Office of Solid Waste Management, whichever is appropriate, all information necessary for preparation of such reports.

This ordinance shall expire 10 years from its effective date unless the Board of Supervisors finds that the purposes identified in Chapter 21A have not yet been achieved, in which case the ordinance may be extended for additional three-year periods.

SEC. 21A.17. SEVERABILITY. If any section, subsection, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court or federal or state agency or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.))

Section 3. Chapter 21A of the San Francisco Administrative Code is hereby added to read as follows:

SEC. 21A.1. FINDINGS. The Board of Supervisors of the City and County of San Francisco hereby finds and declares as follows:

(A) The California Integrated Waste Management Act (Public Resources Code §40000 et seq.) requires all cities and counties to reduce their waste by 50% by the year 2000 or face potential penalties of up to $10,000 per day. The City must take a leadership role and act quickly and responsibly to implement the necessary measures to achieve this mandate.

(B) City departmental operations and activities have been found to contribute significantly to San Francisco's solid waste stream. The waste management and buy recycled provisions of this ordinance are necessary to help departments reduce their waste.

(C) On September 14, 1998, the President of the United States signed Executive Order 13101 *Greening the Government through Waste Prevention, Recycling, and Federal Acquisition* to "strengthen the role of the Federal government as an enlightened, environmentally conscious and concerned consumer." The State and Federal governments have strongly encouraged local governments to procure recycled and environmentally preferable products and services as a way to increase market demand for such products.

(D) Local agencies that use appropriated federal funds to procure $10,000 or more worth of a designated item in a given year are subject to the federal comprehensive procurement guidelines for recycled products.

(E) Pursuant to Board of Supervisors Resolution No. 246-99, Establishing Dioxin as a High Priority for Immediate Action for the City and County of San Francisco in Order to Restore Water Quality and Protect the Public Health and Enabling the San Francisco Commission on the Environment to Create a Task Force and Report Back on Strategies to Ensure that Less Toxic, Non-Chlorinated Sustainable Products and Processes are Actively Supported, each City department must report to the Board of Supervisors on strategies they are using to ensure that less-toxic, non-chlorinated products sustainable alternative products, such as chlorine-free paper and PVC-free plastics, are actively supported and used.

(F) The landfill capacity available to San Francisco at the Altamont Landfill is expected to last only until approximately 2012.

(G) The discard of useable or recyclable materials into the waste stream deprives the City of the economic benefit of the value of these materials while creating unnecessary expenses for collection and disposal.

SEC. 21A.2. DEFINITIONS. As used in this Chapter, the following words shall have the following meanings:

"City department" means any department of the City and County of San Francisco, and does not include any other local agency or any federal or State agency including but not limited to the San Francisco School District, the San Francisco Community College District, the San Francisco Redevelopment Agency and the San Francisco Housing Authority.

"Comprehensive Procurement Guideline" or "CPG" means final guidelines, as periodically promulgated and amended by the U.S. EPA and codified at 40 Code of Federal Regulations Part 247, which designate products that are or can be made with recovered materials in order to assist federal procuring agencies in complying with the requirements of federal law and Executive Order 13101 as they apply to the procurement of items with recovered materials content. As of February 14, 2000, final CPGs exist for: paper and paper products; vehicle products (including engine coolants, re-refined lubricating oils, and retread tires); construction products (including building insulation products, carpet, cement and concrete containing coal fly ash and ground granulated blast furnace slag, consolidated and reprocessed latex paint, floor tiles, patio blocks, shower and room dividers, structural fiberboard, carpet cushion, flowable fill and railroad grade crossing surfaces); transportation products (including channelizers, delineators, flexible delineators, parking stops, traffic barricades and traffic cones); park and recreational products (including plastic fencing, playground surfaces, running tracks, park benches and picnic tables, and playground equipment); landscaping products (including garden and soaker hoses, hydraulic mulch, lawn and garden edging, yard trimmings compost, food waste compost, and plastic lumber landscaping timbers and posts); non-paper office products (including binders, office recycling containers, office waste receptacles, plastic desktop accessories, plastic envelopes, plastic trashbags, printer ribbons, toner cartridges, solid plastic binders, plastic clipboards, plastic file folders, plastic clip portfolios, and plastic presentation folders); and miscellaneous products

(including pallets, sorbents, industrial drums, awards and plaques, mats, signage, including sign supports and posts, and manual-grade strapping).

"Contract" means a binding written agreement for the provision of goods and/or services to be provided at the expense of the City or to be paid out of monies deposited in the treasury or out of trust monies under control of the City between a person, firm, corporation or other entity, including a governmental entity, and a City department. This Chapter shall not apply to contracts entered into or amended to extend the term prior to October 1, 2000.

"Contractor" means a person, firm, corporation or other entity, including a governmental entity, that enters into a contract with a City department.

"Contracting officer" means that officer or employee of the City authorized under the Charter or Municipal Code to enter into a contract on behalf of the City. "Contracting officer" shall include the Mayor, each department head or general manager and other employees of the City authorized to enter into contracts on behalf of the City.

"Director" means the Director of the Solid Waste Management Program within the Department of Administrative Services or his or her designee.

"Document Imaging" means the conversion of paper documents into electronic images on a computer, thereby reducing the amount of paper used for copying and printing. A document imaging system includes the ability to scan, store, index, retrieve and search documents.

"Post-consumer material" means those products generated by a business or consumer which have served their intended end use, and which have been diverted from becoming solid waste for purposes of recycling.

"Processed Chlorine Free" means recycled paper in which the recycled content is unbleached or bleached without chlorine or chlorine derivatives. Any virgin material portion of

the paper must be totally chlorine free (i.e., unbleached or processed with a sequence that includes no chlorine or chlorine derivatives).

"Purchaser" means the Purchaser of the City or his or her designee.

"Recovered Materials Advisory Notice" or "RMAN" means the information and recommendations periodically published and amended by the U.S. EPA, based on U.S. EPA's market research concerning the availability, quality, and price of products listed in the CPG. Existing RMANs can be found at 60 Federal Register 21386 (May 1, 1995) (RMAN); 62 Federal Register 60976 (November 13, 1997) (RMAN II); 61 Federal Register 26986 (May 29, 1996) (Paper RMAN IV); 63 Federal Register 31214 (June 8, 1998) (Paper RMAN II); 63 Federal Register 45580 (August 26, 1998) (RMAN III); and 65 Federal Register 3070 (January 19, 2000) (RMAN V).

"Recyclable material" means any material or product separated or capable of being separated at its point of discard or from the solid waste stream for utilization as a raw material in the manufacture of a new product.

"Recycle" or "recycling" means the process of collecting, sorting, cleaning, treating reusing or reconstituting a material that would otherwise become a solid waste and/or hazardous waste, and returning it to the economic mainstream in the form of a raw material for new, reused or reconstituted products which may be used in the marketplace.

"Recycled product" means a product that is or can be made with recovered materials, including those listed in the CPG and which at a minimum, meets the requirements of the federal RMAN.

"Reuse" means the secondary use of a product or its packaging for its original intended purpose or another function which does not require the product to be treated or reconstituted in any way.

"Solid Waste" or "Waste" has the same meaning as "solid waste" in the California Integrated Waste Management Act of 1989, Public Resources Code section 40191.

"U.S. EPA" means the United States Environmental Protection Agency.

"Waste prevention" means discontinuing the use of an unnecessary material rather than disposing of it to the waste stream and shall include: (1) reduced resource use per unit of product; (2) increased product life; and (3) decreased consumption.

"Waste Reduction" means the diversion of materials, products and packaging from disposal through waste prevention, reuse, recycling and/or composting, but does not include steps taken after the material becomes solid waste or actions which would transfer the impacts of land disposal to air or water resources, such as transformation, incineration, pyrolysis, distillation, gasification, or biological conversion (other than composting).

SEC. 21A.3. WASTE REDUCTION BY CITY DEPARTMENTS.

(a) It shall be the goal of the City and every City department to (i) maximize purchases of recycled products and (ii) divert from disposal as much solid waste as possible so that the City can meet the state-mandated 50% diversion requirement.

(b) Within ninety (90) days of the effective date of this Chapter, each City department shall provide to the Director a written commitment signed by its department head to use its best efforts to help the City achieve its overall state-mandated diversion requirement and to maximize purchases of recycled products. Each department shall distribute copies of the written commitment to its employees and contractors within 30 days of execution.

(c) Each City department shall designate at least one person responsible for compliance with this Chapter, including preparation of the Departmental Waste Assessment (see section 21A.4) and the development and implementation of a Resource Conservation Plan (see section 21A.5). Each department shall advise the Director of the person so designated in the written commitment described in subsection (b).

(d) All assessments, plans and reports required to be submitted to the Director under this Chapter shall be submitted electronically.

(e) Within one-hundred eighty (180) days of the effective date of this Chapter, the Director shall make recommendations to departments on the use of document imaging systems for storage, retrieval and public access to departmental records.

(e) All contracts and other similar written agreements shall incorporate this Chapter by reference whenever applicable and shall provide that the failure of any bidder, proposer or contractor to comply with any of its requirements shall be deemed a material breach of contract.

Sec.21A.4. DEPARTMENTAL WASTE ASSESSMENT.

(a) Guidelines. Within thirty (30) days of the effective date of this Chapter and in accordance with Section 21A.12, the Director will adopt guidelines for conducting a departmental audit to establish a Departmental Waste Assessment. For purposes of this assessment, the volume or weight of all waste generated or disposed of or diverted by a department shall be included, unless such waste is not subject to the diversion requirements contained in the California Integrated Waste Management Act of 1989, Public Resources Code §40000 et seq. The guidelines shall include, at a minimum:

(1) procedures for determining whether a department generates a heterogeneous waste stream (a combination of waste types, such as wood, yard debris, metals and food waste) or generates a homogenous waste stream (such as office-type wastes);

(2) guidance on determining which wastes should be included in a waste assessment (including how to account for wastes not subject to state diversion requirements);

(3) how to determine which facilities should be included in a waste assessment; and

(4) how to estimate/calculate volumes, weights and costs associated with all waste.

(b) Within twelve (12) months of the effective date of this Chapter, each department that generates a heterogeneous waste stream (as determined by the Director's guidelines) shall conduct and submit to the Director for review and approval a Departmental Waste Assessment.

(c) Within eighteen (18) months of the effective date of this Chapter, each department that generates a homogenous waste stream (as determined by the Director's guidelines) shall conduct and submit to the Director for review and approval a Departmental Waste Assessment.

(d) Each department shall update its Departmental Waste Assessment annually and submit it to the Director for approval.

SEC. 21A.5. RESOURCE CONSERVATION PLAN.

(a) Guidelines. Within thirty (30) days of the effective date of this Chapter and in accordance with section 21A.12, the Director will issue guidelines for development and implementation of a Resource Conservation Plan. The guidelines will cover, at a minimum, the following elements of a Resource Conservation Plan:

(1) waste reduction, prevention and reuse;

(2) facilitation of collection of recyclable materials;

(3) maximizing purchases of recycled products;

(4) operational issues that influence the ability of the City department to recycle, such as janitorial contracts;

(5) product substitution;

(6) equipment purchases that could facilitate recycling;

(7) development of a diversion goal and methods of evaluating whether the goal is being met; and

(8) examples of model programs for heterogeneous and homogenous waste streams.

(b) Within eighteen (18) months of the effective date of this Chapter each department that generates a heterogeneous waste stream (as determined by the Director's guidelines) shall conduct and submit to the Director for review and approval a Resource Conservation Plan.

(c) Within twenty-four (24) months of the effective date of this Chapter, each department that generates a homogenous waste stream (as determined by the Director's guidelines) shall conduct and submit to the Director for review and approval a Resource Conservation Plan.

SEC. 21A.6. JANITORIAL CONTRACTS. As of six (6) months from the effective date of this Chapter, when the Purchaser or other City department enters into a contract for janitorial services where the City owns or leases at least 50% of the building the Purchaser or other City department shall contractually obligate the janitorial contractor to consolidate recyclable materials from individual City offices to a designated space for pickup by recycling haulers. Consolidation includes collection of recyclable materials from floors or individual offices and transportation to a designated location for pick up by a recycling hauler, but does not include sorting different materials (such as white paper and newspaper) from each other.

SEC. 21A.7. PURCHASE AND USE OF PRINTING AND WRITING PAPER PRODUCTS.

(a) Every publication, exhibit, form and letter produced by a City department, including all materials distributed to the public, shall be on printing and writing paper products that contain:

(1) a minimum of 30% post-consumer materials for copier and bond paper (including any uncoated duplicating, printer and letterhead paper used in a variety of end use applications such as business forms and offset printing, but excluding high quality papers used for stationery, envelopes and other specialty items); and

(2) a minimum of 30% post-consumer materials for all other printing and writing paper products including, without limitation: publications, forms, letters, letterhead, promotional materials, advertisements, educational pamphlets, newsletters, exhibits, reports, business cards, calendars, commission and committee notices, agendas and minutes, requests for proposals or qualifications, invitations for bids, checks, tickets, high quality papers used for stationery, envelopes and other specialty items and other printed materials.

(3) The minimum level of post-consumer content will be reviewed annually by the Director. Pursuant to section 21A.12, the Director may raise, but not lower, the minimum level of post-consumer content as higher post-consumer content paper becomes available.

(4) All printing and writing paper products shall be on processed chlorine free paper as it becomes available at a reasonable price. The availability of processed chlorine free paper will be determined by the Director pursuant to section 21A.12.

(b) All pre-printed materials intended for distribution that are purchased or produced in quantities greater than 50 sheets after the effective date of this Chapter must include a recycled content logo and the percentage of post-consumer material in the paper.

(c) Each City department, including the Purchaser, shall use its best efforts to incorporate the standards set forth in this section into existing contracts for the provision of printing and writing paper and services. If the City department is unable to amend an existing contract, the City department is authorized to enter into another contract to procure products that do comply with this section, provided that the City department complies with all other applicable laws. Nothing in this Chapter is or shall be interpreted to require or authorize any City department to breach the terms of a contract. Each City department shall document its efforts pursuant to this section in a report filed with the Director, explaining the circumstances.

(d) This section does not apply to commercial sanitary products; paperboard and packaging products, newsprint products or other products not generally considered to be printing or writing paper products. Such products are covered under Section 21A.8.

(e) The contracting officer shall require all suppliers of printing and writing paper products or services to certify the minimum content of post-consumer materials in the products to be provided in the performance of a contract.

(f) Unless specifically provided by court rules or other legal mandates, all pre-printed City forms and other pre-printed material shall be printed on double-sided pages.

(g) In all contracts for printing services for the City, the contract shall specify and require that the contractor use paper products meeting the standards set forth in this section, and, unless inappropriate for the end use, that the contractor print the document on both sides of the paper.

(h) Any City department seeking the preparation and/or submission of any bid, report, request for proposal, quotation or other document shall specify and require the document to be submitted on paper which meets the requirements in this Chapter and printed on double-sided pages.

SEC. 21A.8. PURCHASE AND USE OF PRODUCTS LISTED IN THE CPG OTHER THAN PRINTING AND WRITING PAPER PRODUCTS UNDER SECTION 21A.7

(a) Except for printing and writing paper products covered under section 21A.7, a City department (including but not limited to City departments having responsibility for drafting or reviewing construction specifications) that purchases or contracts to purchase any product listed in the CPG shall purchase and contract to purchase a product that meets or exceeds the RMAN for that CPG.

(b) City departments are not required to procure products that meet or exceed the RMAN in the following circumstances: (i) the (RMAN) product is not available in a reasonable period of time; (ii) the (RMAN) product would fail to meet reasonable performance standards; (iii) or the (RMAN) product is only available at an unreasonable price. "Available in a reasonable period of time" means that the department would receive the (RMAN) product within the needed time frame without hindering productivity. "Reasonable performance standards" means a (RMAN) product that will perform the desired objective without overriding any City specifications for a project. If a City department relies on one of these exceptions, within two weeks of the purchase, it must file a report with the Director, in a form specified by the Director, explaining the circumstances and demonstrating a good faith effort to buy products that meet the RMAN.

(c) Each City department, including the Purchaser, shall use its best efforts to incorporate the CPGs and associated RMANs into existing contracts for these products. If the City department is unable to amend an existing contract, the City department is authorized to enter into another contract to procure products that do comply with the RMAN, provided that the City department complies with all other applicable laws. Nothing in this Chapter is or shall be interpreted to require or authorize any City department to breach the

terms of a contract. Each City department shall document its efforts pursuant to this subsection in a report filed with the Director, explaining the circumstances.

(d) Notwithstanding any other provision of this Chapter, no City department is required to purchase retreaded tires for use on passenger vehicles, police, fire, ambulance or other emergency vehicle used in the course of protecting the health and safety of the residents of the City.

(e) The contracting officer shall require all contractors, vendors and suppliers of products subject to this section to certify that the product meets or exceeds the relevant RMAN.

(f) Wherever possible, each City department that purchases or contracts to purchase paper products subject to this Section 21A.8, shall purchase and contract to purchase paper products that are processed chlorine free. City departments are not required to procure paper products that are processed chlorine free under this subsection in any of the following circumstances: (i) the product is not available in a reasonable period of time; (ii) the product would fail to meet reasonable performance standards; or (iii) the product is only available at an unreasonable price.

SEC. 21A.9. PRODUCTS NOT LISTED IN THE CPG. Wherever possible, for products which are not included in the CPGs, the City shall procure for its use products containing the maximum amount of post-consumer material.

SEC 21A.10 Wherever possible, all departments shall obtain non-PVC plastics where appropriate alternative products composed of non-chlorinated materials are available. City departments are not required to procure non-chlorinated products in any of the following circumstances: (i) the product is not available in a reasonable period of time; (ii) the product would fail to meet reasonable performance standards; or (iii) the product is only available at an unreasonable price.

SEC. 21A.11. ANNUAL REPORTS.

(a) Guidelines. Within thirty (30) days of the effective date of this Chapter and in accordance with Section 21A.12, the Director will adopt a form for annual reporting on solid waste diversion. The form shall account for departments in each phase of development of a Departmental Waste Assessment and Resource Conservation Plan and for transition periods.

(b) No later than March 1, 2001, and annually thereafter, each City department shall report solid waste diversion information to the Director, on forms provided by the Director, for the prior fiscal year. The annual report must also contain a copy of any reports made under subsections 21A.7(c), or 21A.8 (b) or (c) during the prior 12 month period.

(c) No later than June 1, 2001, and annually thereafter, the Director shall prepare and submit a written report to the Board of Supervisors summarizing information provided by City departments pursuant to subsection (b) and describing the status of the implementation of this Chapter. Among other things, the Director's report shall specifically list each City department that failed to submit an annual report or otherwise conform with the requirements of this Chapter.

SEC.21A.12. GUIDELINES.

(a) The Director shall act as a clearinghouse of information on recycled product availability, performance, and post-consumer material content and shall assist City departments in meeting compliance with the letter and spirit of this Chapter. The Director shall maintain and make copies of the current CPG and RMAN and supporting documents available.

(b) The Director, in conjunction with the Purchaser, shall promulgate any guidelines necessary or appropriate to carry out the purposes and requirements of this Chapter.

SEC. 21A.13. PENALTY.

(a) Whenever any City department finds, after an investigation by the contracting officer and the City Attorney, that a person or entity being considered for a contract or under contract with the City has, in connection with the bidding, execution or performance of any City contract:

(1) Falsely represented to the City the nature or character of the products offered, used or supplied under the contract; or

(2) Knowingly provided the City with products in violation of this Chapter, the guidelines adopted pursuant to this Chapter, or contract provisions pertaining to the required use or purchase of recycled products the contracting officer shall have the authority to impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this Chapter.

(b) Measures which are available to a City department to enforce this Chapter upon finding a violation pursuant to section 21A.13(a) include, but are not limited to the following:

(1) Refusal to certify the award of a contract;

(2) Suspension of a contract;

(3) Ordering the withholding of City funds due the contractor under any City contract;

(4) Ordering the recession of a contract based upon a material breach of contract provisions or pertaining to representations made in bidding, execution or performance of the contract;

(5) Disqualification of a bidder, proposer or contractor from eligibility for providing commodities or services to the City for a period not to exceed five years, with a right to review and reconsideration by the contracting City office or department upon a showing of corrective action indicating violations are not likely to reoccur.

(c) Nothing in this Chapter shall be construed to relieve a contractor of responsibility for providing a satisfactory product.

SEC. 21A.14. SEVERABILITY. If any part or provision of this Chapter, or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect, unless enforcement of this Chapter as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Chapter. To this end, provisions of this Chapter are severable.

APPROVED AS TO FORM:

LOUISE H. RENNE, City Attorney

By: _____

Rona H. Sandler
Deputy City Attorney

City and County of San Francisco

Tails

Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 000392 **Date Passed:**

Ordinance amending Administrative Code by adding Chapter 21A, imposing requirements on City departments to plan for and improve resource conservation and recycling practices.

April 24, 2000 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Kaufman, Leno, Newsom, Teng, Yaki, Yee
Absent: 1 - Katz

May 1, 2000 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Kaufman, Leno, Newsom, Teng, Yaki, Yee
Absent: 1 - Katz

File No. 000392

I hereby certify that the foregoing Ordinance was FINALLY PASSED on May 1, 2000 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

MAY 12 2000
Date Approved

Mayor Willie L. Brown Jr.

FILE NO. 244-97-3 File Copy Do NO RESOLUTION NO. 380-97

[Treasure Island Development Authority]

AUTHORIZING THE INCORPORATION OF THE TREASURE ISLAND DEVELOPMENT AUTHORITY AND APPROVING AND RATIFYING CERTAIN ACTIONS IN CONNECTION THEREWITH; REQUESTING QUARTERLY PROGRESS REPORTS.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Service Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, The Federal Government plans to close the Base on or about October 1, 1997; and,

WHEREAS, The City and County of San Francisco is the Local Reuse Authority for the Base; and

WHEREAS, On July 25, 1996, the Board of Supervisors (the "Board") passed Resolution No.672-96 endorsing a draft reuse plan for the Base as the preferred alternative for the purposes of initiating

environmental analysis and meeting the requirements of federal base closure laws (the "Draft Reuse Plan"); and,

WHEREAS, The City desires to establish a nonprofit public benefit corporation (the "Authority") to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and

WHEREAS, The Board desires to approve and authorize the formation and organization of the Authority for such purposes; and

WHEREAS, The Board has been presented with the form of the Articles of Incorporation and the Bylaws of the Treasure Island Development Authority, and the Board has examined and approved such documents and desires to authorize the incorporation of such nonprofit public benefit corporation and direct the execution and filing of such articles; now, therefore, be it

4/15/97 jlb as amended on 4/15/97 by the Econ. Dev., Transp. & Tech. Cmte. to substitute a new page 6

RESOLVED, That, the Board hereby finds and determines that it is in the public interest, convenience and welfare and for the common benefit of the inhabitants of the City that a nonprofit public benefit corporation be organized under the laws of the State of California to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base; and be it

FURTHER RESOLVED, That the Mayor, or his designee, is hereby authorized to act as Incorporator and to cause the formation and organization of such nonprofit public benefit corporation, which

shall be designated as the "Treasure Island Development Authority"; and be it

FURTHER RESOLVED, That the form, terms and provisions of the Articles of Incorporation of the Authority (the "Articles of Incorporation") and Bylaws, in the form presented at this meeting and filed with the Clerk of the Board in File No. 244-97-3 be, and they hereby are, approved, and the Mayor, or his designee, is hereby is authorized and empowered to execute by manual signature and file, or cause to be filed, with the office of the Secretary of State, the Articles of Incorporation, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this resolution or to comply with the California Nonprofit Public Benefit Corporation Law and as are approved by the Mayor, such approval to be conclusively evidenced by the filing of the Articles of Incorporation with the office of the Secretary of State; and be it

FURTHER RESOLVED, That the Authority shall be subject to the budget and fiscal provisions of the City's Charter; and be it

FURTHER RESOLVED, That all actions heretofore taken by the officers and agents of the City with respect to the formation and organization of the Corporation are hereby approved, confirmed, and ratified, and the officers of the City and their authorized deputies and agents are hereby authorized and urged, jointly and severally, to do any and all things and to execute and deliver any and all certificates and other documents in addition to the documents referred to in this resolution, which they or the City Attorney may

deem necessary or advisable in order to effectuate the purposes of this resolution; and, be it

FURTHER RESOLVED, That the Authority shall submit quarterly progress reports to the Economic Development, Transportation & Technology Committee of the Board of Supervisors; and, be it

4/21/97 FURTHER RESOLVED, That to the extent the Board, after the completion of all required environmental reviews, approved a Homeless Assistance Agreement for the Base with the Treasure Island Homeless Development Initiative (the "TIHDI Agreement"), a draft of which the Board endorsed on July 25, 1996, in Resolution No. 672-96, the Authority, as the local reuse authority for the Base, shall be bound by and subject to all of the terms and conditions of the TIHDI Agreement, as such agreement may be finally approved by the Board.

5/5/97 rt

5/5/97 rt

(See File for Signature)
Director, Treasure Island Project Office

Adopted - Board of Supervisors, San Francisco April 21, 1997

Ayes: Supervisors Ammiano Bierman Brown Kaufman Leal Medina
Newsom Teng Yaki

Noes: Supervisor Yee

Absent: Supervisor Katz

I hereby certify that the foregoing resolution
was adopted by the Board of Supervisors
of the City and County of San Francisco

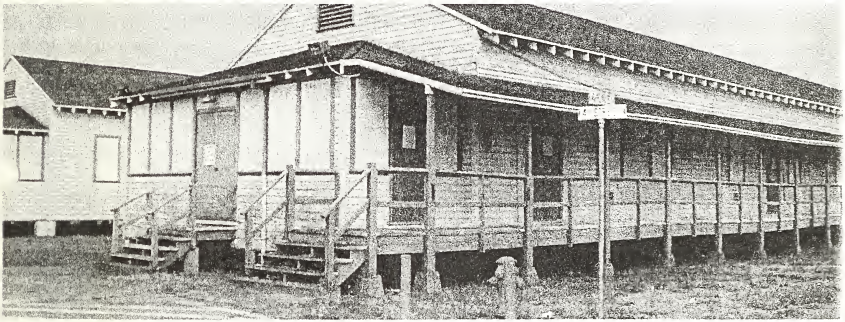
Clerk

File No.
244-97-3

MAY - 2 1997
Date Approved

Mayor

Exhibit B



STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY

Deconstruction Grant Application

February 2000

Application Instructions

Applications must be postmarked on or before July 7, 2000,
or delivered by 4:00 p.m. on July 7, 2000

California Integrated Waste Management Board
Attn: Grant Administration Unit
8800 Cal Center Drive, MS-14
Sacramento, CA 95826

TABLE OF CONTENTS

GRANT APPLICATION SUBMITTAL CHECKLIST

- Application Cover Sheet (Exhibit A)
- Table of Contents
- Resolution (Exhibit B)
- Proposal Narrative may not exceed 7 pages. This does not include the required attachments.
- Work Statement Form(s) (Exhibit C)
- Budget Itemization
- One original and three copies of the application printed double-sided on 8½" x 11" recycled paper with all pages numbered consecutively. Copies must be free of distortion and easy to read.
- Application should be stapled in upper left-hand corner.

Applications must be postmarked by Friday July 7, 2000
or delivered by 4:00 p.m. on July 7, 2000

California Integrated Waste Management Board
Attn: Grants Administration Unit
8800 Cal Center Drive, MS-14
Sacramento, CA 95826

Schedule

DATE	ACTIVITY
February 29 , to July 7, 2000	Application period
May 15, 2000	Questions due to CIWMB
June 1, 2000	Answers distributed
July to August 2000	Panels review applications and prepare recommendations
September 2000	CIWMB approves grants
September 2000	Grant agreements developed and signed
October 3, 2000	Grant recipients begin execution of grants
December 31, 2001	Close of grant term, final report and payment request due

I. GRANT SUMMARY AND GUIDELINES

BACKGROUND

At the January 25, 2000 Board Meeting, the California Integrated Waste Management Board (CIWMB) approved of the scoring criteria of the Deconstruction Grants to Local Government for Deconstruction Projects. The ultimate objective of this Grant program is to efficiently recover reusable materials and reuse these resources, which would result in less waste going into landfills. CIWMB appropriated $200,000 for the year 2000-2001.

GRANT FUNDING

For the fiscal year 2000-2001, CIWMB has appropriated $200,000 for the Deconstruction Grant Program. Eligible applicants may request a maximum funding of $100,000.

All proposals will be ranked according to the total number of points received. A total of 100 points are available. Applicants must score points on each general review category and have at least 70 points to qualify for grant funding.

Awards will be offered to the highest scored proposal first, and subsequent awards being given to the second highest and so on, depending on availability of the remaining funds. This process will continue until there are no more funds available. If a proposal is at the top of the list, yet there are insufficient funds to make a complete award, the CIWMB will award the grant to highest ranked proposal whose funding request can be met. CIWMB reserves the right to accept or reject any, or all, the proposals submitted in response to this solicitation.

Preference will be given to grant proposals that have the potential to be leveraged for wider application that can result in widespread use of deconstruction practices. Additionally, preference will be given to jurisdictions that have evidence of a green procurement policy or C&D management policy.

DA-State

APPLICANT ELIGIBILITY

Eligible applicants are limited to local governments, which are defined in Public Resources Code Section 30109 as: "any chartered or general law city, chartered or general law county, or any city and county." Only one application may be submitted by a jurisdiction. Commercial businesses and nonprofit groups are not eligible to apply for this grant.

GRANT TERM

The term of the grant is from October 3, 2000 through December 31, 2001. All costs must be incurred and invoices received by the CIWMB during this term.

APPLICATION FILING PROCEDURES

Applications may be mailed or hand-delivered to the CIWMB's Sacramento office. Mailed applications must be postmarked by Friday, July 7, 2000. Hand-delivered applications, to the Board receptionist on the third floor, must be received by 4:00 p.m. on July 3, 2000[1]. Applications delivered after 4:00 p.m. or postmarked after the above deadline will be returned unopened to the applicant and will not be considered for funding. It is your responsibility to ensure that the application is delivered or postmarked on time.

ELIGIBLE COSTS

All costs must be related to the deconstruction projects and should be stated in the proposal. Costs must be reasonable and focused on needs as described in the application.

INELIGIBLE COSTS

Any costs not directly related to the implementation of deconstruction projects are ineligible for grant funding. These include, but are not limited to, the following costs:

---

[1] Directions to the office can be obtained from the CIWMB web site, *www.ciwmb.ca.gov/boardinfo/location/*, or by calling (916) 255-2149.

Bd of Supes created TIDA w/in City boundaries

- Costs incurred prior to July 3, 2000 or after December 31, 2001
- Costs currently covered by another CIWMB loan, grant or contract
- Purchasing or leasing of land
- Purchasing or leasing of vehicles by non-governmental agencies
- Overtime costs (except for local government staffing during evening or weekend events when law or labor contract requires overtime compensation)
- Out of state travel
- Any food or beverages (e.g. as part of meetings, workshops, training, or events)
- Profit or mark-up by the grantee
- Any costs that are not consistent with local, state, and federal guidelines and regulations

II. GRANT APPLICATION REVIEW AND AWARD PROCESS

APPLICATION REVIEW

After the close of the application period, review panels consisting of CIWMB staff will be convened. The panels will evaluate applications using the scoring criteria listed in Exhibit D. A minimum score of 70 must be attained to be considered for funding. **The panels will score applications based solely on the information provided in the application.** All applicants will be notified of staff's recommendation by mail prior to the CIWMB meeting. All applicants selected for grant funding will receive instructions to initiate the grant agreement process. In the event the CIWMB awards only a portion of an applicant's grant request, CIWMB staff will incorporate any additional conditions or changes in the final grant agreement after consultation with the applicant.

QUESTIONS AND ANSWERS

Questions about this application should be submitted by May 15, 2000, in writing or by e-mail to Francisco Gutterres (e-mail address: fgutterr@ciwmb.ca.gov) If possible, please include an e-mail address for responses. CIWMB staff will use the questions submitted to develop a question and answer sheet that will be distributed on June 1, 2000. Responses will be posted on the Internet and mailed (via e-mail, if available) to anyone requesting an application. To the extent possible, similar questions will be grouped together. Please note that no project specific questions will be answered.

CIWMB AWARD OF GRANTS

The CIWMB will consider the review panels' funding recommendations at its September 2000 Board Meeting. The CIWMB will notify applicants of the review panels' recommendations prior to the Board Meeting.

III. APPLICATION INSTRUCTIONS

1 original 3 copies

The application must be printed double-sided on 8 ½" x 11" recycled paper, with all pages numbered consecutively. Use no smaller than 12-point type and have one inch page margins all around. An original and three copies of the application package must be submitted. Staple applications in the upper left-hand corner. Please do not use covers, binders, or folders. All application materials will become the property of the CIWMB.

The grant application must contain the following information in the order prescribed:

A. Application Cover Sheet Form (Exhibit A)
B. Table of Contents
C. Resolution (Exhibit B). This may be sent in separately, but must arrive by August 15, 2000.
D. Proposal Narrative – 7 pages maximum, not including exhibits and attachments
   - Section 1: Need for a Deconstruction Grant (Exhibit D)
   - Section 2: Objectives
   - Section 3: Methodology, Including Work Statement Form (Exhibit C)

Deconstruction Grant

Section 4:	Evaluation
Section 5:	Budget, including Budget Itemization
Section 6:	Completeness, Letters of Support, Experience, etc.
Section 7:	Local jurisdiction's Construction and Deconstruction management practices - policy
Section 8:	Potential to leverage the proposal for wider application of sustainable deconstruction building practices
Section 9:	Local jurisdiction's green procurement policy Resource policy ordiance

Each part of the application is discussed in further detail below.

A. COVER SHEET (EXHIBIT A)

The required Cover Sheet Form (Exhibit A) may be adapted to each applicant's computer software; however, the format must be followed exactly. Instructions for completing the form are on the reverse side of the form. The Application Cover Sheet must include the following information:

Application Information – list applicant, address, primary contact, telephone and fax number, ... etc

Funding Information – specify the grant funds requested from the CIWMB, the amount of matching funds committed to the project, and the total project cost.

Project Summary – briefly describe the highlights of the proposed project in the space provided.

Application's Certification – by signing, the applicant is certifying that all application materials and supplemental information submitted are true and correct. The person signing this application must be the individual given signature authority in the resolution or authorizing document.

Legislative Districts – list of State Legislative District (numbers) encompassed by the project. (California entities only)

B. RESOLUTION (EXHIBIT B)

The approved resolution for a single jurisdiction or all supporting documents for a regional program MUST BE SUBMITTED WITH THE APPLICATION PACKAGE OR RECEIVED SEPARATELY BY AUGUST 15, 2000. **Please select the designated signature authority carefully. Only the person in the designated position will be able to sign the Grant Agreement Form and Payment Request Form.**

The grant application package must include either:

- An approved resolution from the applicant's governing body which authorizes submittal of an application for the Deconstruction Grant and identifies the title of the individual authorized to execute any agreements, contracts, and requests for payment (see Exhibit B); or
- An approved resolution which authorizes the submittal of grant applications to the California Integrated Waste Management Board for all available grants under the California Integrated Waste Management Act and identifies the title of the individual authorized to execute any agreements, contracts, and requests for payment (see Exhibit B).

Regional Programs

Multiple jurisdictions may join together to submit a regional application. A jurisdiction is defined as a city or county, or a city and county, or regional agency. A lead agency must be designated by the participating jurisdictions. The lead agency must submit a resolution as described in Exhibit B. In addition, each participating jurisdiction in a regional application must submit one of the following:

- A letter from the county administrator/city manager stating that the jurisdiction wants to participate in the regional program and authorizing the lead applicant to act on their behalf as both applicant and grant administrator; or,

Deconstruction Grant

- A resolution authorizing the lead applicant to act on their behalf as both applicant and grant administrator; or,
- A copy of a Joint Powers Authority (JPA) agreement and a letter from each JPA member jurisdiction's county administrator/city manager authorizing the JPA to act on behalf of the jurisdiction as both applicant and grant administrator; or,
- A copy of a Memorandum of Understanding specifically for this grant proposal authorizing the lead applicant to act on behalf of the jurisdiction both as applicant and grant administrator.

C. TABLE OF CONTENTS

Provide a table of contents identifying each section and its page number.

D. PROPOSAL NARRATIVE (EXHIBITS C AND D)

The narrative must clearly and concisely describe and justify each task presented in the proposal. The narrative should address the scoring criteria (Exhibit D). The scoring criteria will be used to determine whether the proposal qualifies for grant funding, and serves as the basis upon which the grant proposal will be awarded. The applicant is responsible for supplying sufficiently detailed information for the review panel(s) to fully evaluate the proposal.

Attachments to support the proposal narrative include the Work Statement Form (Exhibit C), and the Budget Itemization. Instructions for completing the Work Statement are on the reverse side of the form. Provide attachments and any supporting documentation with the appropriate section(s) as outlined below.

E. WORK STATEMENT

The Work Statement must list all tasks described in the narrative that are necessary to complete the proposed project.

Description of Task(s) – describe the proposed activity to be conducted with the projects.

Budget – the amount of funds necessary to complete the task and the source of the funding.

Product or Results – the finished product, milestone, or goal of the task.

Staff / Contractor – the person(s) who will be responsible for implementing the task.

Time Period – the number of months required to implement each task.

Introduction: Project Summary (be very brief – 1 paragraph)

- Briefly describe your project.
- List any products/services provided as a result of receiving the grant
- Describe how this project could be leveraged for wider application

Section 1. Need (15 points)

Describes and demonstrates the local or statewide need for the project and the benefits from project. For example:

- What local or statewide problem does your proposal address?
- Provide convincing reasons your project should be funded.
- Address identified gaps in service availability or current needs
- Clearly identify the target audience, its size, and explain why they need the project
- What health, safety or environmental threats would be reduced by the project?
- What other sources of funding are available? Have you applied for other grants? (describe)

Section 2. Objectives (10 points)

Describes the objectives of the project and how they can be achieved with the time and resources available. For example:

Deconstruction Grant

- What are the specific and measurable objectives of the project? How do they relate to the need?
- Can the objectives as outlined be met within the grant term?
- Demonstrate that the objectives can be achieved by December 2001.

Section 3. Methodology (15 points) Work Statement (Exhibit C)

Describes the task activities to achieve the objections. For example:

- What tasks will be conducted to achieve the objectives? Tasks explain how your objectives will be implemented.
- Who will perform the tasks? Is back-up staff available?
- Who else will be involved in this project (e.g., partners, and contractors)? What are their roles and responsibilities?
- What problems may be faced during the implementation of the program? What plans are there for dealing with these challenges?
- Is the program likely to continue after the grant period? How will the project be funded after the grant term ends?
- What are the consequences if the proposal is not funded?

Section 4. Evaluation (10 points)

Describes the method to evaluate the success of the project and determine if the objective were met. For example:

- Describe methods that will be used to evaluate the success of the project and determine whether objectives were accomplished.
- Clearly describe the criteria for determining success
- Explain any rating systems, statistical tests or questionnaires to be used.
- Who will be responsible for the evaluation?
- Describe any evaluation reports to be produced.

Section 5. Budget (5 points) Budget Itemization

Describe and demonstrate that the project is cost effective in relation to the location, source, quality, and quantity of targeted material or other goals. For example:

- Provide a budget that is sufficiently detailed to determine that proposed expenses are reasonable.
- All tasks identified in the Work Statement and narrative should be itemized in the budget. All budget items listed in this proposal should be reflected in the Work Statement.
- Describe cost saving (e.g. use of volunteer labour, cooperative efforts, in-kind services, ... etc)
- Are budgeted items for miscellaneous, contingency, or managerial costs clearly described and kept to a minimum?
- Provide quotes, estimates, or other documentation to support claimed cost.

Provide a thorough itemization of funds requested. Applicants are encouraged to indicate what items of the grant request should have funding priority if only a portion of the grant request can be funded. All items described in the narrative project description and work statement must be itemized for each task.

Clearly itemize all expenses to demonstrate that the budget is realistic for the work proposed and the project will be conducted in the most cost-effective manner. **Only reasonable costs that will be incurred during the grant agreement term are eligible for grant funding. Applicants should carefully check the accuracy of all budget itemization totals.**

Following are brief descriptions for the information needed to complete the budget itemization:

Personnel Services – includes salaries, wages, and benefits for personnel who are employed by the grantee and will work directly on the project. **Please include the hourly rate for all personnel listed in each task.**

Materials / Supplies – this category covers raw materials (feedstock), advertising materials, and includes items such as printed materials and advertising costs.

Deconstruction Grant

Equipment – enter the total dollar amount to be expended on equipment and itemize the quantity and purchase price. Provide estimates whenever possible.

Services / Contracts – includes contracts with businesses for engineering and /or other purchased services.

Other Cost – cost not included in the above categories and not listed as ineligible below.

If the project has more than three (3) tasks, please reproduce the form and fill in the appropriate task numbers.

Section 6. Completeness, Letters of Support, Experience (5 points)

State your case clearly and complete the application package as required in the application instruction. Adhere to all deadlines as specified. Include evidence that the applicant and/or its contractor(s) have sufficient staff resources, technical expertise and experience to successfully manage grant program, to carry out the proposed project. For example:

- Include letter, resumes, endorsement, references and other documents of support for the proposed project
- Address the ability of the applicant to coordinate contracted activities
- Do letters of support for the project reflect knowledge of proposed project and discuss the viability and need for the project as well as the applicant's ability to manage the program?
- Describe past grants received from CIWMB and relationship to the current proposal

Section 7. Provide evidence of established C&D Management practice (15 points)

Describe action taken to address the C&D material by the local jurisdiction. For example:

- Provide evidence of a C&D ordinance/policy for the local jurisdiction
- Provide evidence of deconstruction/construction training program for the local jurisdiction.
- Provide evidence of program to market recovered C&D materials

Section 8: Provide evidence that the grant proposal has the potential to be leveraged for wider application (10 points)

Explain how the grant proposal has the potential to be leveraged for wider application that can result in widespread use of sustainable deconstruction practices. For example:

- Is the project highly visible and/or educational?
- Will it keep significant amounts of materials out of landfills?
- Will it enhance markets for recovered C&D materials?
- Will it demonstrate sustainable deconstruction practices or program can be easily replicated?
- Will new educational materials such as case studies or guidelines be available for distribution by the CIWMB and others?

Section 9. Provide evidence of a green procurement policy for the local jurisdiction (15 points)

Describe and demonstrate the action taken by the local jurisdiction to use recycled content products, recycled or reusable products, or other waste reduction measures where appropriate and feasible. For example:

- Using re-refined oil in the local vehicle fleet.
- Using recycled content paper.

IV. GRANT ADMINISTRATION

GRANT AGREEMENT

Following the CIWMB's approval of the grant awards at the September 2000 Board Meeting, the grantee will receive a Grant Agreement Form, Terms and Conditions, and Procedures and Requirements. (Copies of these documents in draft form are available for review by grant applicants. Please call Rebecca Smith at (916) 255-2149 to request these documents.) These documents along with the

applicant's Budget Itemization and Work Statement will comprise the grant agreement. The signature authority designated by resolution will be required to sign the Grant Agreement Form and return it to the CIWMB. **The award of the grant is conditioned upon the return of a complete and executed grant agreement within 90 days from the date of CIWMB's mailing of the agreement package.** Failure to return the executed agreement within 90 days may result in revocation of the grant award. The grant agreement will be for a term of fifteen months beginning October 1, 2000 and terminating December 31, 2001

PAYMENT OF GRANT FUNDS

Grant funds are paid on a reimbursement basis for actual costs directly related to the implementation of the project as approved. Payment will be made only for costs described in the applicant's approved Budget Itemization. All payment requests must be prepared as described in the Procedures and Requirements and include an itemization with documentation of claimed expenses (e.g., receipts, invoices, Personnel Expenditure Summary Forms, etc.)

REPORTING REQUIREMENTS AND GRANT CLOSING

Grantees must submit quarterly progress reports. The format for these reports will be described in the Procedures and Requirements. The Procedures and Requirements is part of the grant agreement package. The CIWMB Grant Manager may request additional reporting from a grantee and has the authority to immediately suspend or terminate the agreement if progress is unsatisfactory.

At the end of the grant term, the Grantee must submit a final report. The format for the final report will be described in the Procedures and Requirements. The final payment, including the 10% that was withheld, will not be released until the final report is received and approved by the CIWMB Grant Manager.

AUDIT REQUIREMENTS

The grantee agrees that the CIWMB, the State Controller's Office, the State Auditor General's Office, and the Department of Finance or their designated representatives, for the purposes of reviewing and conducting audit(s), shall have an absolute right of access to review and copy all of the grantee's records pertaining to the Grant Agreement, including, but not limited to the grantee's contractors, subcontractors, vendors, and any entity receiving benefit from the grant funds. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of the Grant Agreement. These records pertaining to the Grant Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon request for the indicated reviews and/or audits. Such records shall be retained for at least three (3) fiscal years after the fiscal year in which the funds were dispersed, or three (3) fiscal years after the fiscal years in which the funds were expended, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later.

Exhibit A: APPLICATION COVER SHEET

Applicant:	
Department or Agency:	
Street Address:	
Mailing Address (if different from street address):	
City & Zip Code	County:

Regional Participants (if applicable):

Primary Contact (Name & Title):	
Phone:	Fax:
Email Address:	

Finance Officer (Name & Title):	
Phone:	Fax:
Email Address:	

Program Director (Name & Title):	
Phone:	Fax:
Email Address:	

Assembly District(s):
Senate District(s):

Brief Description of Project (3-5 Sentences):
Total Grant Request: $_____

Certification: I declare, under penalty of perjury, that all information submitted for the Board's consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief.

Signature:	Date:	Phone:
Print Name and Title of Person Authorized by Resolution:		

INSTRUCTIONS FOR APPLICATION COVER SHEET

Applicant
This is the name of the jurisdiction that is submitting the proposal, e.g., City of Anaheim, Santa Clara County.

Department or Agency
For example, Department of Public Works Agency, Fire Department, or Environmental Management Department.

Regional Participants
Those jurisdictions participating in a regional application should be listed here. Each listed jurisdiction must designate the lead jurisdiction (Applicant) to act on their behalf by including one of the following: (a) a resolution, (b) a letter from the City Manager or County Administrator; (c) a Joint Powers Authority that states the same; or (d) a Memorandum of Understanding specifically for this grant. See Application Instructions for more details.

Primary Contact
This person is responsible for carrying out the day-to-day management and implementation of the grant. All CIWMB correspondence will be directed to this individual, e.g., Recycling Analyst, Environmental Technician or Solid Waste Engineer. **The Primary Contact must be a local government employee.**

Finance Officer
This person is responsible for compiling payment requests and tracking all grant expenditures and encumbrances e.g., Budget Officer or Accounting Technician.

Program Director
This individual has ultimate responsibility for the project, e.g., Public Works Director, City Engineer or Solid Waste Management Director.

Assembly and Senate Districts
List the district numbers for all districts affected by the proposed project.

Brief Description of Project
Include a three to five sentence summary of the proposed project. This summary may be distributed by the CIWMB to the public.

Total Grant Request
The total number of dollars being requested from the CIWMB rounded to the nearest dollar. Do not include applicant contributions or in-kind services.

Signature
Please select the designated signature authority carefully because only the person in the designated position will be able to sign the Grant Agreement Form and Payment Request Form.

Exhibit B: SAMPLE RESOLUTION FOR DECONSTRUCTION GRANT

WHEREAS, Public Resources Code Section 42000 authorizes the California Integrated Waste Management Board (CIWMB) to conduct market development activities to strengthen demand by manufacturers and end-use consumers for recyclable materials collected by municipalities, nonprofit organizations, and private entities; and

WHEREAS, the CIWMB has identified Construction and Deconstruction waste as a priority material and

WHEREAS, on January 25, 2000 the CIWMB approved of the Evaluation Process, Scoring Criteria, and Preference Criteria for the Deconstruction Grant Program.

WHEREAS, the applicant will enter into an agreement with the State of California for development of the project;

*NOW, THEREFORE, BE IT RESOLVED that the (Title of Governing Body) authorizes the submittal of an application to the California Integrated Waste Management Board for a Deconstruction Grant. The (Title of Official), or their designee is hereby authorized and empowered to execute in the name of the (Name of Jurisdiction) all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

The foregoing resolution was passed by the _____(Title of Governing Body)_____ this _____ day of , 20__.

ATTEST:

Signed:_____ Date:_____

---

*The wording in this paragraph is appropriate for a jurisdiction applying individually. The following paragraphs provide alternative wording to be used by the lead jurisdiction for a regional program or a participant in a regional program:

Lead Applicant for a Regional Program - NOW, THEREFORE, BE IT RESOLVED, that the (Lead Applicant's Governing Body) authorizes the submittal of a regional application on behalf of the (List Participating Cities/Counties) to the California Integrated Waste Management Board for a Deconstruction Grant. The ____(Title of Official for Lead Jurisdiction) of the (Name of Lead Jurisdiction), or their designee, is hereby authorized and empowered to execute in the name of the above named cities/counties all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Participant in a Regional Program – NOW, THEREFORE, BE IT RESOLVED that the (Name of Participating Jurisdiction) authorizes the (Name of Lead Jurisdiction) to submit to the California Integrated Waste Management Board a regional application for the Deconstruction Grant on its behalf. The (Name of Lead Jurisdiction) is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Exhibit C: WORK STATEMENT

Applicant _____ Date: _____

Project Title: _____

Task #	Description	Results	Budget	Staff/Contractor	Time Period

See next page for completion instructions

INSTRUCTIONS FOR COMPLETING THE WORK STATEMENT FORM

The Work Statement must list all activities described in the project narrative that are necessary to complete the proposed project.

1. Fill in the applicant name, reporting and expenditure category and date the work statement was written in the appropriate spaces. Start the Work Statement for each reporting and expenditure category on a new piece of paper.

2. List (number) and describe the proposed major activities to be undertaken, whether the activity will be completed by jurisdiction staff or a contractor and the time period in which the activity will occur

Exhibit D: DECONSTRUCTION GRANT PROGRAM SCORING CRITERIA

Applicants must score at least 70 points to qualify for grant funding.

Awards will be offered to the highest scored proposal first and subsequent awards being given to the second highest and so on depending on availability of the remaining fund. If a proposal is at the top of the list, yet there are insufficient funds to make a complete award, the CIWMB will award the grant to highest rank proposal whose funding request can be met.

The Board reserves the right to accept or reject any, or all, the proposals submitted in response to this solicitation.

Maximum	General Review Criteria
15	1. NEED – Grant proposal clearly describes and demonstrates the local or statewide needs for the project and the benefits from the project. For example, proposal: ▪ Provides convincing reasons why the project should be funded ▪ Addresses identified gap in service availability or current need ▪ Describes potential impact of the project on other building projects
10	2. OBJECTIVES – Work Statement and grant narrative are sufficiently detailed to determine that the project: ▪ Is based on the identified need described in the narrative ▪ Describes specific and measurable goals and objectives that appear to be achievable and realistic ▪ Demonstrates that objectives can be achieved by December 2001
15	3. METHODOLOGY – Grant proposal describes by task the activities to be undertaken to achieve the objectives. For example, proposal: ▪ Identifies staffing required to carry out the proposed project ▪ Identifies the potential challenges for this project and the back-up plans ▪ Describes involvement of cooperating organizations
10	4. EVALUATION – Grant proposal describes a method to evaluate the success of the project and determine whether objectives were accomplished. For example, if appropriate the proposal: ▪ Describes clearly the criteria for determining success ▪ States who will be responsible for the evaluation ▪ Explains any rating systems, statistical tests or questionnaires to be used ▪ Describes any evaluation reports to be produced
5	5. BUDGET – Grant proposal demonstrates that the project is cost effective in relation to the location, source, quality, and quantity of targeted wastes or other goals. For example: ▪ Budget itemization is sufficiently detailed to determine that proposed expenses are reasonable ▪ All program tasks described in the Work Statement and narrative are itemized in the budget ▪ Cost savings are described, e.g., use of volunteer labor, in-kind services, recycling options ... etc. ▪ Budget items for miscellaneous, contingency, or managerial costs are clearly described and kept to a minimum
5	6. COMPLETENESS, LETTERS OF SUPPORT, EXPERIENCE, ETC. – Grant Proposal is clearly presented and complete as required in the application instructions including adherence to all specified deadlines. Includes evidence that the applicant or its contractor(s) have sufficient staff resources, technical expertise and experience successfully managing grant programs, to carry out the proposed project. For example, proposal: ▪ Includes letters of support for the project ▪ Addresses ability of the applicant to coordinate contracted activities, if applicable ▪ Includes resumes, endorsements, references, ... etc. ▪ Describes past grants received from CIWMB and relationship to current proposal

Continued next page

Tony: Paychek
650-552-5777
x1

	Preference Criteria
15	7. EVIDENCE OF ESTABLISHED C&D MANAGEMENT PRACTICES – Grant Proposal describes the action taken to address the C&D material by the local jurisdiction. For example, proposal: ▪ Provides evidence of a C&D ordinance/policy for the local jurisdiction ▪ Provides evidence of deconstruction/construction training program for the local jurisdiction ▪ Provides evidence of programs to market recovered C&D materials
10	8. POTENTIAL LEVERAGE FOR WIDER APPLICATION – Grant proposal has the potential to be leveraged for wider application that can result in widespread use of sustainable deconstruction building practices. For example, the project will: ▪ Be highly visible and educational ▪ Keep significant amounts of materials out of landfills ▪ Enhance markets for secondary materials collected through recycling collection programs ▪ Assist in market transformation ▪ Demonstrate sustainable building practices or programs that can be easily replicated ▪ Result in new educational materials such as case studies or guidelines
15	9. EVIDENCE OF A GREEN PROCUREMENT POLICY – Grant Proposal describes the action taken by the local jurisdiction to use recycled content products, recycled or reusable products, or other waste reduction measures where appropriate and feasible. For example: ▪ Using re-refined oil in the local vehicle fleet ▪ Using recycled content paper

MINUTES FOR REGULAR MEETING
JULY 26, 2000

Call to Order: 1:03 p.m. Room 400, City Hall

1. Roll Call: Present: John Elberling, Vice Chair, James Morales (1:05), William Fazande, Anne Halsted, Gerald Green (1:10), Susan Po-Rufino

Excused: Doug Wong

2. Approval of Minutes: Both the minutes of April 25, 2000 and June 14, 2000 were approved unanimously.

3. Correspondence The Commission Secretary reported that there were no communications.

4. Report of the Treasure Island Project Director Annemarie Conroy

- Report on access to Treasure Island including public use last month- Ms. Conroy listed past and future events.
- Status of environmental clean up- Since Martha Walters was excused for medical reasons, her report was deferred until August.
- Report on short-term leases- Ms. Conroy reported that there were none.
- Report on San Francisco-Oakland Bay Bridge/Caltrans issues- Ms. Conroy reported that the City was moving forward with the Army Corps of Engineers study on Caltrans' retrofit and assessment of the safety of Caltrans' new east span. Two more meetings are scheduled with the Army Corps to report on their findings.
- Community issues - Ms. Conroy reported that Muni service had been increased and that there is a great need for child care on the island. Ms. Conroy also reported that the John Stewart Company and TIDA were making outreach efforts to secure a convenience store operator.
- Report on formation of a Citizens Advisory Committee- Ms. Conroy reported that Mayor Brown appointed 14 members to the Committee. They are: Marc Kasky, Rich Herrera, Elizabeth Hirschorn, FX Crowley, Carrie Ditman, Steve Arcelona, Ina Aguirre, Lentice Burts, Gerald Miller, Art Beilenson, George Brown, Mike Delaine, Dr. William Fey, and Karen Knowles-Pierce
- Report on TIHDI -- Mr. Conroy stated that several of the agenda items related to TIHDI projects on the island. She congratulated TIHDI and its member agencies

on their celebration of the second phase of housing units on TI

- Legislation/hearings affecting Treasure Island- Ms. Conroy reported that the Board of Supervisors' Finance Committee approved the removal from reserve of funding for the Geomatrix contract. She added that Supervisor Katz introduced legislation moving forward the subleases for the TIHDI/John Stewart trade if the Authority members approved the items (7,8 and 9) on the agenda. Ms. Conroy added that $2 million was approved in the state budget for capital improvements for a ferry terminal on Treasure Island. The funds, however, would pass through the Bay Area Water Transit Authority which has not been funded itself.
- Other items- Ms. Conroy stated that the X Games' wakeboarding events will be held on Treasure Island on August 15th and 16th. Ms. Conroy stated that the approximate average daily daytime population is about 4300 people. Mr. Elberling asked what proportion was children and youth and Ms. Conroy replied that no demographics were available at this time.

5. Authority members' Ongoing Business - There was none.

6. Public Comment - Ruth Gravanis, Treasure Island Wetlands, commented on the scrambled quality of the July 26 agenda as shown on the Authority's website. David McGillicuddy, S.F. Board Sailing Association, advocated for board sailing access to Treasure Island.

7. Resolution approving and authorizing an amendment between the Authority and TIHDI related to the exchange of Treasure Island Housing units with the John Stewart Company (Action item)

8. Resolution approving and authorizing the Executive Director to enter into an amendment to a sublease with the John Stewart Company related to the exchange of Treasure Island housing units with the Treasure Island Homeless Development Initiative (TIHDI) (Action item)

9. Resolution approving and authorizing the Executive Director to enter into two new subleases and an amendment to an existing sublease with TIHDI member organizations for the use of an additional 96 housing units on Treasure Island (Action item)

The Authority discussed all three of the above items at once. Ms. Halsted recused herself from discussion and voting on items 7 and 8. Mr. Proud, Development Director, stated that the above items would approve and authorize the Executive Director to execute a series of amendments and subleases that would allow TIHDI and the John Stewart Company to implement a trade of units and create/amend subleases for member agencies of TIHDI, granting them an additional 96 units of housing on Treasure Island.

The reasoning for the trades is based on three primary factors:

First, units on Yerba Buena Island (YBI) are costly to rehabilitate and to bring into compliance with applicable codes. By trading YBI units for units on TI, the costs of rehabilitation will decrease for TIHDI and its member organizations. Second, it is possible that a land swap of public trust lands from TI to YBI may be possible. If so, TIHDI may gain additional permanent housing opportunities. Third, certain restrictions on the use of housing under BCDC's Bay Plan limit the Authority's ability to grant longer term housing subleases on YBI. This restriction hinders TIHDI and its member organizations.

These considerations led TIHDI, the John Stewart Company, and the Project Office to negotiate an agreement subject to the approval of the Authority and the Board of Supervisors. The agreement provides that TIHDI would receive 52 units on TI, and the John Stewart Company would gain access to 52 units on YBI and one unit on TI. At the conclusion of the trade, the John Stewart Company would have an inventory of 766 units and TIHDI would have 218 units. Upon termination of the John Stewart sublease with the Authority, TIHDI would receive the 112 units identified in the original sharing agreement plus four additional units.

Mr. Proud stated that in addition to the trade, the Project Office seeks the approval of two new subleases with TIHDI member organizations, Community Housing Partnership and Rubicon and an amendment to the existing Walden House sublease.

In response to Mr. Elberling's question about the length of the John Stewart subleases, Mr. Proud stated that they run concurrent with the existing leases, which have six more years remaining.

Public Comment:

Sherry Williams, TIHDI, indicated her support for the trade and subleases.

Tom Matthews, Rubicon, stated that he was comfortable with the trade and stated that he had received a commitment from the Mayor's Office for rent support.

Wanda Barnes, Walden House, stated that the additional units would permit women to be reunited with their children. The program will be funded by the California Department of Corrections.

Matt Starr, California Housing Partnership (CHP) and TIHDI Board, thanked the John Stewart Company and the Mayor's Office and stated that CHP was ready to move forward.

John Stewart, complimented and thanked all parties.

Mr. Elberling asked if TIHDI was giving up the right to housing on YBI as described in TIHDI's agreement with the City. Deputy City Attorney Michael Cohen replied that TIHDI was not.

For item number 7, Mr. Fazande moved approval and Ms. Po-Rufino seconded. Approved, 5-0.

For item number 8, Mr. Green moved approval, Mr. Morales seconded. Approved, 5-0.

For item number 9, Mr. Morales moved approval, Ms. Po-Rufino seconded. Approved, 6-0.

10. Resolution in support of application to California Integrated Waste Board for $98,400 for deconstruction grant (Action item)

Mr. Robert Mahoney, Deputy Executive Director, described the grant application for deconstruction of Building 40 and listed the advantages of deconstruction as well as benefits for the Authority.

Mr. Bruce Franks , TIHDI, indicated support for the application stating it would enhance TIHDI's job broker program.

Kevin Drew, San Francisco Recyclers, indicated his support.

Mr. Fazande moved approval, Ms. Halsted seconded. Approved, 6-0.

11. **Adjourn**- The meeting adjourned at 1:58 p.m.